

Summer Camp Accident Waiver and Release of Liability Form

Hopewell Tennis and Swim Center, 111 Titus Mill Rd, Pennington NJ 08534

I hereby give my permission for my child _____ to participate in the Hopewell Tennis and Swim Center Summer Camp Program.

I understand that camp activities could include play and outdoor activities around and near the Hopewell Tennis and Swim Center grounds, hikes and outdoor walks wherein there could be mosquitos, bees, ticks, poison ivy, and slippery and jagged surfaces among other dangers and risks. I also understand that outdoor activities may occur in the hot sun and in the rain. I agree to see that my child is appropriately attired for camp activities, and to provide insect repellent and sunscreen for my child to use at camp. I will not expect the Hopewell Tennis and Swim Center to provide these items. I give my permission for Hopewell Tennis and Swim Center camp staff to apply or assist with the application of the repellent and sunscreen I provide.

In the event of illness, injury, and/or accident, I authorize the camp staff or any Hopewell Tennis and Swim Center employee to act on my behalf. They may approve any and all non-emergency or emergency treatment and are authorized to sign any and all medical release or required form(s) on my behalf. In the event of an emergency, I understand that I will be notified of the situation as soon as practicable. I agree to pay any necessary expenses incurred in the medical treatment of my child, including, but not limited to all transportation costs to and from a medical facility, and, if necessary, transportation to my home or medical facility of choice.

I understand that the Hopewell Tennis and Swim Center may, in its sole discretion, dismiss any camp participant for inappropriate, disrespectful, or dangerous behavior at any time. In this event, I understand that I will not receive a refund of camp fees for unattended days. If my child breaks or damages any property as a result of their direct or indirect behavior, I hereby agree to pay for its repair or replacement.

I understand that the risks associated with camp activities could result in injury and/or death to my child. I hereby assume these risks and, knowing them, hereby give my child permission to participate. I understand that the Hopewell Tennis and Swim Center is not liable for any injuries or other occurrences due to indoor and outdoor camp activities or related risks, and/or the actions or omissions of Hopewell Tennis and Swim Center camp counselors, volunteers, employees, trustees, directors, officers, or any other entities being released.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which my child may participate, and that it will govern the actions and responsibilities at said activity.

In consideration of my application and permitting my child to participate in this activity, I hereby:

WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the Hopewell Tennis and Swim Center, its trustees, officers, employees, camp counselors, volunteers, entities or other persons released, for my child's death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to them including their traveling to and from this activity;

INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Hopewell Tennis and Swim Center, its trustees, officers, employees, volunteers, or other entities or persons released from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I understand that while participating in this activity, my child may be photographed. I agree to allow their photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. The Hopewell Tennis and Swim Center, its Trustees, directors, officers, and all its employees, acting officially or otherwise are hereby released from any and all claims, demands, actions, or causes of action on account of any injury to my child that may occur. This release binds my heirs, executors, administrators, and/or assigns.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENT, AND AGREE TO ITS TERMS.

(Participant / Camper Full Name)

(Participant / Camper Age)

(Parent / Guardian Full Name)

(Parent Signature)

(Date)

WAIVER AND RELEASE BY PARENT OF MINOR CHILD FROM LIABILITY FOR USE OF POOL CENTER FACILITIES

Hopewell Tennis and Swim Center, 111 Titus Mill Rd, Pennington NJ 08534

I, _____, on behalf of _____, (hereinafter referred to as "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge the Hopewell Tennis and Swim center and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD's participation in any of the events or activities conducted by, on the premises of, or for the benefit of the Hopewell Tennis and Swim Center.

I understand that the activities that said CHILD will participate in may be considered inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, CHILD, my heirs, assigns and next of kin, I and said CHILD waive all claims for damages, injuries and death sustained to me, said CHILD, or property, that I or said CHILD may have against the aforementioned released party to such activity.

CHILD has the necessary and requisite skills to participate in all facets and activities of and requested of this facility. The nature of the activities has been fully disclosed and any flyer, advertisement, or brochure relating to the participating activities is expressly made a part of this WAIVER AND RELEASE.

By this Waiver, I, on behalf of said CHILD, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the Hopewell Tennis and Swim Center including but not limited to receiving swimming lessons at the facility, using the facility, pool, and its equipment in any manner form or fashion, and practicing and/or engaging in swimming/diving activities or other related activities on and off the premises.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Hopewell Tennis and Swim Center whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE that said CHILD and I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

(Child Full Name)

(Child Birthday)

(Parent/Guardian Printed Full Name)

(Parent/Guardian Signature)

(Date)