

CAMP LIABILITY RELEASE, COVENANT NOT TO SUE, ASSUMPTION OF THE RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT

This is a legally binding Camp Liability Release, Covenant Not to Sue, Assumption of the Risk, Indemnity and Hold Harmless Agreement ("Release") executed by _____ ("Camper") and (if Camper is less than eighteen (18) years of age) by Camper's Parent(s)/Guardian(s) for the benefit of _____ ("Camp") and East Carolina University.

In consideration of the Camper being permitted to participate in the Camp, Camper and Parent(s)/Guardian(s) do hereby release, forever discharge, covenant not to sue and agree to hold harmless and indemnify East Carolina University, the Camp, and their respective governing board members, officers, agents, employees, staff, related corporations and volunteers (collectively referred to as "Releasees") from and against any and all liability for any and all harm, injuries, damages, claims, demands, actions, causes of action, costs, attorney's fees and expenses of any nature, including, but not limited to, loss of consortium, physical and mental suffering, and death, arising out of or related to any loss, damage, or injury that may be sustained by Camper or by any property belonging to Camper or Parent(s)/Guardian(s) that results, directly or indirectly, from Camper's participation in the Camp, and even to the extent that Releasees were negligent.

Camper and Parent/Guardian sign this Release in full recognition and appreciation of the dangers, hazards and risks associated with participating in the Camp, which dangers, hazards and risks include, but are not limited to, heat stress, heat exhaustion, heat stroke, muscle sprains, muscle strain, broken limbs and teeth; and which could also include serious personal injuries, death or property damage. Camper and Parent(s)/Guardian(s) further attest that they have fully discussed and assessed the aforementioned dangers, hazards and risks and agree that they have individually, voluntarily and knowingly assumed the risks associated with participation in this Camp.

In signing this Release, Camper and Parent(s)/Guardian(s) acknowledge and represent that they have read and fully understand this Release before signing it, and that they are signing this Release as their own voluntary act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. Camper and Parent(s)/Guardian(s) further state that they are fully competent to sign this Release, and that they do so for full, adequate, and complete consideration, fully intending to bind themselves and their respective family members, estates, heirs, administrators, personal representatives, and assigns.

THIS IS A RELEASE OF LEGAL RIGHTS. CAUTION: READ BEFORE SIGNING.

Camper Signature: _____ **Date:** _____
Camper Printed Name: _____

IF CAMP PARTICIPANT IS UNDER 18 YEARS OF AGE, PARENT(S) OR GUARDIAN(S) MUST SIGN:

Parent/Guardian Signature: _____ **Date:** _____
Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____ **Date:** _____
Parent/Guardian Printed Name: _____

ECU Athletics shall retain the original signed Release for no fewer than 7 years after signature