

University of the Cumberlands

Waiver of Liability and Emergency Medical Care Authorization

This Waiver of Liability and Emergency Medical Care Authorization is made on behalf of the student named below ("Student") by Student's parent or legal guardian ("Parent") so that University of the Cumberlands ("UC") will allow Student to participate in the following activity:

Camp: _____

Location: _____ Dates: _____

Student and Parent both desire for Student to participate in the Camp, which is strictly voluntary. In consideration of UC allowing Student to participate in the Camp, and other good and valuable consideration, Parent now makes this Agreement in favor of UC fully intending for Parent and Student to be legally bound by the terms of the Agreement.

Parent accepts and assumes all responsibility for any risk of personal injury that may occur to Student while participating in the Camp. Parent waives and releases any claim or right of action which Parent may have, now or in the future, against UC, its directors, officers, agents, and employees, arising out of Student's participation in the Camp. Parent agrees to indemnify UC, its directors, officers, agents, and employees, and to hold them harmless against and from any and all liabilities, damages, claims, suits, judgments and associated costs and expenses (including, without limitation, reasonable attorneys' fees) arising in connection with Student's participation in the Camp. This agreement applies to claims of any nature arising from Student's participation in the Camp except for intentional misconduct or gross negligence.

Participating in the Camp involves strenuous physical activity and risks of possible injury or death to Student. Some of these risks are foreseeable and others may be unknown or unanticipated. Parent represents that Student has no physical, mental, or emotional condition which would interfere with Student's ability to participate in the Camp or which would endanger the health or safety of Student or any other person, except as indicated by Parent in writing attached to this document.

If Student needs emergency medical care and it is not prudent or practical to contact Parent in advance, Parent authorizes UC, its employees, and agents to authorize medical care for Student and to make medical decisions on Student's behalf. Parent agrees to pay for such medical care and to release and indemnify UC, its employees, and agents from any cost, expense, or liability associated with making emergency medical decisions for Student or providing Student medical care.

If UC or anyone acting on its behalf incurs attorneys' fees or other costs to enforce this Agreement, Parent agrees to indemnify and hold them harmless for all such fees and costs. This agreement shall be interpreted under the law of Kentucky. Any legal action resulting from Student's participation in the Camp shall be brought only in Whitley County, Kentucky. Parent agrees that this agreement is binding on Parent, Student, and Parent's spouse, heirs, assigns, estate, and personal representatives.

This Agreement is a contract with legal consequences. Parent acknowledges that if Student suffers an injury while participating in the Camp, Parent may be found by a court of law to have waived any rights to maintain a lawsuit against UC. Parent has had the opportunity to read this document, understands it, and agrees to be bound by its terms.

Student's Name: _____

Student's Insurance Policy Name: _____ Policy #: _____

PARENT:

Print Name

Signature

Date