



Waiver of Liability and Emergency Medical Care Authorization for High Desert Heat Basketball Club

This **Waiver of Liability and Emergency Medical Care Authorization** is made on behalf of the camper named below (Camper) by Camper's parent or legal guardian (Parent) so that High Desert Heat Basketball Club (HDHBC) will allow named Camper to participate in the following activity:

Basketball Club Camp: High Desert Heat Basketball Club

Location: Cross of Christ Lutheran Church and Anthem Community Center, Anthem, Arizona

Dates: August 17, 2007 through May 31, 2008

Camper and Parent both desire for the camper to participate in the Club, which is strictly voluntary. In consideration of HDHBC allowing campers to participate in the club, and other good and valuable consideration, Parent now makes the Agreement in favor of HDHBC fully intending for Parent and Camper to be legally bound by the terms of this agreement.

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

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

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

If HDHBC, or anyone acting on its behalf, incurs attorney's fees or other cost to enforce this agreement, Parent agrees to indemnify and hold them harmless for all such fees and cost. This agreement shall be interpreted under the Law of Arizona. Any legal action resulting from Camper's participation in the camp shall be brought only in Maricopa County, Arizona. Parent agrees that this agreement is binding on Parent, Camper 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 club, Parent may be found by a court of law to have waived any rights to maintain a lawsuit against HDHBC. Parents had the opportunity to read this document.

Camper's Name: _____

Camper's Insurance Policy Name: _____ Policy# _____

Parent Name: _____ Phone: _____

Parent Signature: _____ Date: _____