



Release and Waiver of Liability and Indemnity Agreement

(Read Carefully Before Signing)

In consideration of being permitted to participate in any way in the _____ program indicated below, the participant named below (the "Participant"), and if Participant is a minor, his or her parent(s) and/or legal guardian(s) (the "Parent/Guardian") agree:

1. Participant and Parent/Guardian fully understand and acknowledge that:

- (a) There are risks and dangers associated with participation in _____ events and activities, , which could result in bodily injury, partial and/or total disability, paralysis, and death.
- (b) The social and economic losses and/or damages that could result from these risks and dangers described above could be severe.
- (c) These risks and dangers may be caused by the action, inaction, or negligence of the Participant or the action, inaction, or negligence of others, including, but not limited to, the Releasees named below.
- (d) There may be other risks not known or reasonably foreseeable at his time.
- (e) Travel to and from the _____ is the responsibility of the Participant and/or his or her Parent/Guardian, over which neither the University of South Alabama nor the [individual/entity putting on program] has responsibility or control.
- (f) While the University has taken measures to prevent the spread of illness, including, but not limited to Covid-19, the University of South Alabama cannot make any guarantees about the possibility of contracting illness during the _____ program.
- (g) If Participant has had Covid-19 or been exposed to Covid-19, Participant may be at an increased risk for multisystem inflammatory syndrome (MIS-C) or other complications related thereto.

2. Participant and Parent/Guardian accept and assume the risks and responsibility for any losses and/or damages arising out of participation in _____, including, but not limited to, injury, infection with Covid-19, disability, paralysis, or death, including, but not limited to, any of the foregoing caused, in whole or in part, by underlying health conditions, such as MIS-C, whether known or unknown, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

3. Participant and Parent/Guardian, for themselves and their heirs, successors, and assigns, hereby **RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, HOLD HARMLESS, and INDEMNIFY** the University of South Alabama and [Name of Individual/Entity Putting on Camp], as well as their respective owners, directors, officers, managers, promoters, trustees, employees, or agents (each a "Releasee" and, collectively, the "Releasees"), for any and all claims, demands, losses, costs, or damages (including reasonable attorneys' fees) connected with, arising out of, or related to Participant's participation in _____, including, but not limited to, personal injury, death, or damage to Participant's personal property.

4. Participant and Parent/Guardian hereby acknowledge that participation in _____ is inherently dangerous and involves the risk of serious injury and/or death and/or property damage. Participant and Parent/Guardian also expressly acknowledge that injuries received by Participant may be compounded or increased by negligent rescue operations or procedures of the Releasees.

5. Participant and Parent/Guardian further expressly agree that the foregoing release, waiver, and indemnity is intended to be as broad and inclusive as is permitted by the law of Alabama and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PARTICIPANT AND/OR PARENT/GUARDIAN HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, AND INTEND THEIR SIGNATURES TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant Signature: _____

Parent or Guardian Signature (if minor): _____

Printed Name of Participant: _____

Address of Participant: _____

