



# SPIRIT UNLIMITED CAMP RELEASE, INDEMNIFICATION AND MEDICAL PERMISSION

This Release, Indemnification and Medical Permission Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between Spirit America, LLC t/a Spirit Unlimited, its subsidiaries, affiliates, successors and/or assigns, and any or all of their officers, directors, owners, agents, members, contractors and employees (collectively, "Spirit Unlimited"), as the party in the first part, and \_\_\_\_\_ (the "Participant"), and if the Participant is a minor, Participant's parent or guardian, \_\_\_\_\_, as the party in the second part. In consideration for participation in \_\_\_\_\_ (the "Camp") and the use of the property, facilities, services, and instruction of Spirit Unlimited, today, and on all future days, the Participant, his or her parent or guardian, and all their heirs, assigns and personal representatives, hereby agree to the following:

1. The Participant understands that as in all athletic endeavors there are risks in and around the Camp including but not limited to injury, sickness and in some cases death. The Participant agrees to assume any and all risks arising out of or related to the Camp, including, without limitation, the risks of physical or emotional injury, sickness, death, property damage, falls, collisions with people and stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
2. The Participant hereby releases and forever discharges Spirit Unlimited from any and all liability, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees and/or any other legal, equitable or administrative actions or proceedings whatsoever, known or unknown, accrued or unaccrued, arising out of or related to this Agreement, the Participant or the Participant's involvement in the Camp, including without limitation, those based on death, physical or emotional injury, property damage, libel, slander and invasion of privacy.
3. The Participant hereby agrees to indemnify, defend and hold Spirit Unlimited harmless from, any and all liability, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (including consequential damages), costs, expenses, attorneys' fees and/or any other legal, equitable or administrative actions or proceedings whatsoever, arising out of or related to this Agreement, the Participant or the Participant's involvement in the Camp, including but not limited to, any challenge by the Participant to this Agreement or any provision thereof, legal or otherwise, or any suit, action or proceedings brought by the Participant.
4. The Participant agrees that this Agreement shall apply, without limitation, to any other risks encountered by the Participant before, during or after the Camp, whether or not the Participant knows or expects them to exist at the time of signing this Agreement, including but not limited to driving to or from the Camp, being present in any facility at which the Camp is held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.
5. The Participant, or the Participant's parent or guardian, authorizes Spirit Unlimited to transport or authorize transportation of the Participant to a medical facility and/or hospital and for Spirit Unlimited to authorize emergency medical treatment to the Participant.
6. This Agreement shall be enforced and interpreted under the laws of the State of Maryland except for the conflicts of law provisions of the state. The parties hereby consent to the jurisdiction of the courts of the State of Maryland and venue for any action arising out of or related to this Agreement shall be in the courts of Anne Arundel County, Maryland or in the United States District Court for the Northern District of Maryland if diversity of citizenship exists. Should any clause or any part of any clause be determined to be illegal or unenforceable by a court, administrative body or arbitrator of competent jurisdiction, such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Agreement shall not be affected. When Participant's parent or guardian, if Participant is a minor, signs this Agreement, the term "Participant" as used throughout this Agreement will be deemed to include, without limitation: (1) the Participant; and (2) the Participant's parent or guardian; and (3) all of their respective heirs, assigns and personal representatives. The Participant hereby seals this Agreement and makes this Agreement a specialty, that is, subject to a twelve (12) year statute of limitations.

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Participant's Address

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City	State	Zip Code
Phone Number	Email Address	
Participant's Birthdate	Participant's Current Age	
Participant's Health Insurance Company	Group #	ID#

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List Allergies / Medication Allergies

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Organization / Team Name

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Coach Name (Please Print)

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### MEDICAL RELEASE AUTHORIZATION / SIGNATURE

_____ Parent Signature	(SEAL)	_____ Parent Name (Please Print)
_____ Participant's Signature	(SEAL)	_____ Participant Name (Please Print)

### PUBLICITY RELEASE AUTHORIZATION / SIGNATURE

The Participant hereby gives to Spirit Unlimited, and those acting with Spirit Unlimited's authority and permission, the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits and pictures of the Participant or in which the Participant may be included, in whole or in part, separately or in conjunction with other photographs, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, art, promotion, advertising, trade or any other purpose whatsoever, and to use the Participant's name in connection therewith.

_____ Parent Signature	(SEAL)	_____ Parent Name (Please Print)
_____ Participant's Signature	(SEAL)	_____ Participant Name (Please Print)

\*\*\*Please make copies for each participant\*\*\*