

**NBC BASKETBALL CAMPS, LLC (NBC VOLLEYBALL CAMPS, NBC LACROSSE CAMPS)
HEALTH & RELEASE FORMS**

CAMPER FULL NAME _____

Gender _____ **Date of Birth** ____/____/____ **Age** _____ **Weight** _____ **Height** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Home Phone (____) _____ **Cell Phone** (____) _____ **E-Mail** _____

Parent/Guardian Name _____ **Relationship to Camper** _____

Preferred Parent/Guardian Phone Number during camp hours (if different from above) (____) _____

Emergency Contact Name _____ **Emergency Phone** (____) _____

HEALTH & GENERAL HISTORY

If the camper should be restricted from any activity please note: _____

If the camper will be taking medication during camp, please indicate name of drug(s) and dosage: _____

Please identify any medical condition or medical history that would require special attention: _____

I hereby certify that the named camper is in good health and fully able to participate in all activities of the camp and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such a program:

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

Please circle those illnesses or conditions that the camper has had:

German Measles Measles Mumps Asthma Chicken Pox Pneumonia Diabetes High Blood Pressure COVID-19

IMMUNIZATIONS

Please input dates for the immunizations listed below. If you are unsure of the exact date, but know the camper has received the immunization, please input "Y" in the "DATE" field. If the camper has not received the immunization, or you are unsure, please leave the field empty.

IMMUNIZATIONS		ALLERGIES		DRUG REACTION		COVID-19 VACCINE	
TYPE	DATE	TYPE	YES/NO	TYPE	YES/NO	TYPE	DATE
Tetanus Toxoid		Hay Fever		Sulpha		Moderna (dose 1)	
Polio Vaccine		Asthma		Penicillin		Moderna (dose 2)	
Measles		Eczema		Antibiotics (Type)		Moderna Booster	
Rubella		Insect Stings		Aspirin		Pfizer (dose 1)	
Mumps		Nuts		Other		Pfizer (does 2)	
Other		Other		Other		Pfizer Booster	
Other		Other		Other		J&J (single dose)	
Other		Other		Other		J&J Booster	
Other		Other		Other		Other	

Physician's Name: _____ **Phone Number** (____) _____

HEALTH INSURANCE INFORMATION

Carrier Name: _____ Policy Number: _____

Policy Holder Name: _____ Policy Holder Date of Birth: _____

I, the parent (guardian) of _____, give permission for the named camper to receive emergency medical or surgical treatment and hospitalization if necessary. I understand that good faith attempt will be made to contact me, or the emergency contact named above, before taking this action. I will be financially responsible for any medical attention needed during camp or resulting from an injury received at camp. My medical insurance shall be the sole insurance coverage for any medical treatment. I further agree that my child can receive over the counter remedies. (Tylenol, Sudafed, etc.)

Please initial this box if you DO NOT want your child to receive over the counter medications.

I HAVE READ THE POLICIES AND FULLY UNDERSTAND MY OBLIGATIONS STATED THEREIN AND ALSO THE RIGHTS OF NBC BASKETBALL CAMPS, LLC (NBC Volleyball, NBC Lacrosse), A LIMITED LIABILITY COMPANY FORMED UNDER THE LAWS OF THE STATE OF WASHINGTON, AND HERBY AGREE TO ACT IN ACCORDANCE.

I further agree that I have read and understand the “NBC Camps Formula for Success” and grant NBC Camps, LLC and its employees the right to photograph or video my dependent and use the photo and/or other digital reproduction of him/her or other reproduction of his/her physical likeness for publication processes, whether electronic, print, digital or electronic publishing via the Internet. I also agree that my child may be transported by bus and/or camp vehicle to an off-site gymnasium or for emergency medical treatment. The undersigned further expressly agrees that the attached waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent/Guardian Signature: _____ Date: _____

RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of my minor child/ward _____ (“my child”) being allowed to participate in this sport camp program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. **The risk of serious injury from the sports activities involved in this program is always present due to the nature of the sport (s); and**
2. **2. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child’s participation; and**
3. **3. I willingly agree to comply with the program’s stated and customary terms and conditions for my child’s participation. If, however, I observe any unusual significant concern in my child’s readiness for participation and/or in the program itself, I will remove my child from participation and bring such to the attention of the nearest official immediately; and**
4. **4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the Camp, NBC BASKETBALL CAMPS, LLC (NBC VOLLEYBALL CAMPS, NBC LACROSSECAMPS) a limited liability company formed under the laws of the State of Washington, its affiliates, officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for activity (“Releases”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, regarding my child and/or arising from his/her activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except for willful misconduct, or otherwise to the fullest extent of the law.**

I HAVE READ THIS HEALTH FORM AND RELATED CERTIFICATIONS, THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Dated: _____ Parent or Guardian: _____

Agreement to Arbitrate Disputes

IN THE EVENT OF ANY DISPUTE PERTAINING TO ANY PROVISION OF THIS AGREEMENT, OR PERTAINING TO THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT, OR IN ANY WAY RELATED TO ATTENDANCE AT THIS CAMP, INCLUDING ANY CLAIM FOR PERSONAL INJURY OR OTHER LOSS, INCLUDING ANY CLAIM AGAINST NBC BASKETBALL CAMPS, LLC (NBC VOLLEYBALL CAMPS, NBC LACROSSE CAMPS), USSC, INC, NIKE, INC.**, ANY SPONSOR, ORGANIZER OR MANAGER, ANY DIRECTOR, EMPLOYEE OR AGENT OF THE CAMP OR OF ANY FOREGOING ENTITY, EACH PARTY HERETO AGREES TO SUBMIT TO BINDING ARBITRATION TO RESOLVE SUCH DISPUTES, BY CLAIM FILED, BEFORE JAMS IN SAN FRANCISCO, CALIFORNIA, TO BE ARBITRATED HERE OR SUCH OTHER VENUE AS DEEMED APPROPRIATE BY THE JAMS ARBITRATOR, SUCH ARBITRATION TO PROCEED UNDER THE JAMS RULES. In the event either party to this agreement incurs any expense as a result of the other party's failure to comply with any provision of this agreement, the non-complying party shall be liable for reimbursement of any and all such expenses or attorney fees directly or indirectly related to failure to comply. In the event any legal action or proceeding occurs which is in any manner related to or pertaining to this agreement, attempting to challenge in a non-arbitral forum such as a court of law the validity or application of this agreement, the party who substantially prevails in that court or non-arbitral proceeding shall be entitled to receive reasonable costs of such action or proceeding including attorney's fees. In the arbitration itself, each party shall bear its own attorneys' fees. The following disclosures are intended to help you thoroughly understand the significance of agreeing to arbitrate any controversy, or claim, or issue in any controversy or claim which may arise between the undersigned client and the attorney:

- A) ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES.
- B) THE PARTIES HERETO ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- D) THE ARBITRATOR'S (S) AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATOR (S) IS STRICTLY LIMITED.
- E) THE ARBITRATOR OR PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE AN ATTORNEY OR JUDGE, ACTIVE OR RETIRED. BY SIGNING BELOW, YOU ARE SIGNIFYING UNDERSTANDING AND ACCEPTANCE OF THE PROVISIONS OF THIS AGREEMENT.

I hereby certify that the above-mentioned participant is in good health and fully able to participate in all activities of the Camp. By signing below, I am stating that I am also aware of and accept the risk inherent in the program activity. By signing below, I agree as well to hold harmless and indemnify NBC BASKETBALL CAMPS, LLC (NBC VOLLEYBALL CAMPS, NBC LACROSSE CAMPS), its affiliates, officers, agents and employees, from any and all liability, loss, damages, costs, refunds or expenses which are sustained, incurred or required out of the actions of my dependent in the course of the camp.

Dated: _____ Parent or Guardian: _____

**ACKNOWLEDGEMENT AND ASSUMPTION OF COVID-19 RISK, WAIVER OF LIABILITY,
AND ACKNOWLEDGEMENT OF PARTICIPANT RESPONSIBILITIES**

Relating to Coronavirus/COVID-19

NBC BASKETBALL CAMPS, LLC

On March 11, 2020, The World Health Organization declared the novel coronavirus, COVID-19, a pandemic. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. COVID-19 can have serious adverse health consequences, especially for individuals with underlying health conditions. In addition, new variants of the disease have been identified within the United States, some of which appear to spread more easily and quickly than previously known variants. As a result of the COVID-19 pandemic, federal, state, and local governments and health agencies recommended, and in some instances mandated, measures to attempt to mitigate the spread of the virus, such as social distancing, face coverings, and limitations on the size of groups that may congregate. While restrictions are beginning to ease, new COVID-19 variants and potentially increasing infection rates make the current COVID-19 environment uncertain. NBC Basketball Camps, LLC will continue to monitor the situation and evolve its practices in an attempt to meet then-current needs.

ACKNOWLEDGEMENT AND ASSUMPTION OF ALL RISK

By signing this Waiver of Liability (“Waiver”), you acknowledge the contagious nature of COVID-19, your child’s participation in a NBC BASKETBALL CAMPS, LLC (NBC VOLLEYBALL CAMPS, NBC LACROSSE CAMPS) – (d.b.a. NBC Camps) program is voluntary, and you voluntarily assume the risk that your minor child may be exposed to or infected by COVID-19 at the facility or facilities at which the program will take place (“Facility”). You acknowledge that by attending a NBC Camps program, such exposure or infection may result in personal injury, illness, disability, and/or death or financial loss or harm as a result thereof. You understand that the risk of becoming exposed to or infected by COVID-19 at NBC Camps could result from the acts, omissions, or negligence of others, including but not limited to US Sports Camps, LLC., Nike, Inc., and their officers, directors, employees, agents, sponsors, representatives and contractors, and the owner/operator of the Facility (collectively, “US Sports Camp Parties”) and/or other individuals including program participants and visitors to the Facility.

You acknowledge that NBC Camps cannot guarantee that your minor child will not become exposed to or infected with COVID-19 if he/she attends NBC Camps. Further, because of the number of individuals involved in operating or attending any NBC Camps and the fact that many infected individuals appear to be asymptomatic, attending a NBC Camps may increase your minor child’s risk of contracting COVID-19.

You voluntarily agree to assume all of the foregoing health and financial risks and accept sole responsibility for any injury to your child(ren), your family and others associated with you (including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind whatsoever).

RELEASE OF ALL CLAIMS

By signing this Waiver, you hereby (for yourself, your minor child(ren), and for your personal representatives, agents, family members, significant others and assigns (for which you have the legal authority and authorization to do so)) expressly (a) release, discharge and hold harmless NBC Camps of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind (contingent or real) arising out of or relating to COVID-19 that is in any way (directly or indirectly) related to a NBC Camps program or your child’s presence at the Facility, and (b) covenant not to sue and agree not to pursue any claim of any nature whatsoever against NBC Camps under general laws or equity, the judicial system, through governmental or regulatory channels, quasi-governmental authorities or otherwise, if you, your minor child(ren), your personal representatives, agents, family members or significant others (if and as applicable), experience personal injury, illness, disability and/or death or financial harm arising out of or relating to COVID-19 (directly or indirectly).

INITIALS _____

You understand and agree that this release includes any and all claims based on the actions, omissions, or negligence of NBC Camps, its employees, agents, affiliates, and representatives, whether a COVID-19 infection occurs before, during, or after participation in attending any NBC Camps. Accordingly, you waive for yourself, your minor child(ren), and for your personal representatives, agents, family members, significant others and assigns (for which you have the legal authority and authorization to do so) Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

You also waive any similar statute under any other state or federal law, to the fullest extent that he, she, or it may lawfully waive such right or benefit. You further agree that this Waiver is intended to be as broad and inclusive as possible and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

Consistent with the above, you recognize that in the event you or your minor child(ren) test positive for COVID-19, regardless of where you or they contracted the virus, you have a duty to promptly notify NBC Camps if your minor children have used its facilities at any time during which they may have exposed other persons so that NBC Camps may perform "contact tracing." You also recognize that should another person who attended any NBC Camps program at the same time test positive, you may need to be notified. Accordingly, you are providing your telephone, phone number and residence address below.

You acknowledge and agree that you have carefully read and agree to voluntarily sign this Waiver and that you may be giving up valuable legal rights.

ACKNOWLEDGEMENT OF PARTICIPANT RESPONSIBILITIES

By signing this Waiver, you hereby acknowledge that you have reviewed the NBC Camps COVID-19 Safety Policies at <https://www.nbccamps.com/covid> and agree to comply with all safety procedures and regulations, including screening the participant daily for symptoms associated with COVID-19 before arrival at camp and ensuring the participant does not attend camp if experiencing any related symptoms.

INITIALS _____

IN CONSIDERATION OF MY MINOR CHILD(REN)/WARD(S) BEING ALLOWED TO PARTICIPATE IN THIS SPORTS CAMP PROGRAM, ITS RELATED EVENTS AND ACTIVITIES, I, THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE READ ALL OF THE PROVISIONS OF THIS WAIVER OF LIABILITY AND HEREBY AGREE TO ITS TERMS. I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF LEGAL COUNSEL WITH RESPECT TO THIS RELEASE AND WAIVER OF LIABILITY AND ATTEST THAT I AM OF SOUND MIND AND FULLY AWARE OF ALL LEGAL IMPLICATIONS AND RAMIFICATIONS ASSOCIATED WITH AFFIXING MY SIGNATURE HERETO

Signature of Parent or Guardian	Printed name of Parent or Guardian
Email	Telephone
Address of Parent or Guardian:	
Name(s) of Child(ren): 1. 2. 3. 4.	

INITIALS _____