

2017-2018 RDC VULCANS

Waiver of Liability and Emergency Medical Care Authorization



This waiver of Liability and Emergency Medical Care Authorization is made on behalf of the Participant named below ("Participant") so that RDC Vulcans will allow Participant to participate in any practice, workout, games, or other activity organized by the RDC Vulcans.

Participant desires to participate in practice and games, which is strictly voluntary. In consideration of RDC Vulcans allowing Participant to participate in practice and games, and other good and valuable consideration, Participant now makes the agreement in favor of RDC Vulcans fully intending for Participant to be legally bound by the terms of the agreement.

Participant accepts and assumes all responsibility for any risk of personal injury that may occur to Participant while participating in RDC Vulcans activities at practice or games. Participant waives and releases any claim or right of action which Participant may have, now or in the future, against RDC Vulcans, its directors, officers, agents, and employees, also against Body of Christ Church, Durham Public Schools or Southern High School, arising out of Participant's participation in practice or games. Participant agrees to identify RDC Vulcans, and Durham Public Schools or Southern High School 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 attorney's fees) arising in connection with Participant's participation in practices or games. This agreement applies to claims of any nature arising from Participant's participation in practices or games except for intentional misconduct or gross negligence.

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

If Participant needs emergency medical care, Participant authorizes RDC Vulcans, its employees, and agents to authorize medical care and to make medical decisions on Participant's behalf. Participant agrees to pay for such medical care and to release and identify RDC Vulcans, its employees, and agents from any costs, expense or liability associated with making emergency medical decisions for Participant or providing Participant medical care.

If RDC Vulcans or anyone acting on its behalf incurs attorney's fees or other costs to enforce this agreement, Participant agrees to identify and hold them harmless for all such fees and costs. This agreement shall be interpreted under the law of North Carolina. Any legal action resulting from Participant's participation in the camp shall be brought only in the county in which the camp is held. Participant agrees that this agreement is binding on Participant, Participant's Spouse, heirs, assigns, estate, and personal representatives.

This agreement is a contract with legal consequences. Participant acknowledges that if Participant suffers an injury while participating in practice or games, Participant may be found by a court of law to have waived any rights to maintain a lawsuit against RDC Vulcans, BOCC, Durham Public Schools or Southern High School. Participant has had the opportunity to read this document, understands it, and agrees to be bound by its terms.

Player Signature: _____

Name (printed): _____

Date: _____

