

LIABILITY RELEASE, WAIVER, DISCHARGE
AND COVENANT NOT TO SUE

East Carolina University
Men's Basketball Camp

From

_____ , 200__ through _____ , 200__
This is a legally binding Release executed by _____ whose address is
_____, and by _____ (Parent or Guardian) to East
Carolina University, Greenville, North Carolina.

I/We, the undersigned request that _____ (referred to as the "Camper")
be granted permission to participate in the East Carolina University _____ Camp,
to be held at _____ from _____ , 200__ , through
_____, 200__.

In consideration of the Camper being permitted to participate in the camp, I/we do release, waive, forever discharge, and covenant not to sue the institution, its governing board, officers, agents, employees, volunteers, and any students acting as employees ("Releasee"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature which Camper, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by Camper or by any property belonging to me, while Camper is in, on, upon, or in transit to or from the premises where the camp, or any adjunct to the camp, occurs or is being conducted.

I/We have signed this "Liability Release, Waiver, Discharge and covenant Not to Sue" in full recognition and appreciation of the dangers, hazards, and risks of such activities, which dangers include but are not limited to heat stress, heat exhaustion, heat stroke, muscle sprains, muscle strain, broken limbs, teeth, etc., and which could include serious or even mortal injuries and property damage. I/We further attest that I/we have fully discussed the aforementioned risks and hazards, and Camper and Camper's Parent;/Guardian agree that Camper has individually assumed the risks involved with this camp as witnessed below.

I/We understand and agree that Releasees do not have medical personnel available at the location of the camp or on the campus. I/We understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I/We understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

It is my/our express intent that this release hold harmless agreement shall bind the members of Camper's family and spouse, if Camper is alive, and Camper's family, estate, heirs, administration personal representatives, or assigns, if Camper is deceased, and shall be deemed as a "Liability Release, Waiver, Discharge and Covenant Not to Sue" the Above – Named Releasees.

Camper/Camper's Parent/Guardian further agrees to save and hold harmless, indemnify, and defend Releasees from any claim by Camper or Camper's family, arising out of Camper's participation in the East Carolina University Men's Basketball Camp.

In signing this Release, Camper and Camper's Parent/Guardian acknowledge and represent that I/we have fully informed ourselves of the content of this Release of liability and hold harmless agreement by reading it before we sign it and that I/we have reviewed it and Camper understands what it means and the I/we sign this document as my/our free act and deed. No oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I/we further state that there are no health-related reasons or problems which preclude or restrict the Camper's participation in this camp, and the Camper has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to the Camper.

I/We further agree that this Release shall be construed in accordance with the laws of the State of North Carolina. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

I/We, Camper/Camper's Parent/Guardian further state that I/we am/are Camper/Camper's _____ Parent/ _____ Guardian, and am/are fully competent to sign this Agreement; and that I/we execute this release for full, adequate, and compete consideration fully intending for myself, for the Camper, and for Camper's family, estate; heirs, administrators, personal representative, or assigns to be bound by the same.

IN WITNESS WHEREOF, I/we have executed this release this _____ day of _____, 2008.

THIS IS A RELEASE OF LEGAL RIGHTS. READ BEFORE SIGNING.

PARENT OR GUARDIAN

WITNESS

Name and Relationship to Camper

Signature

STUDENT/CAMPER

WITNESS

Signature

Signature