

**CONSENT TO PARTICIPATE
AND RELEASE AND WAIVER OF LIABILITY**

Camp Participant's Name: _____ Date of Birth: ____/____/____

Insurance Company providing
Medical coverage to Participant: _____ Policy No.: _____

Legal Guardian's Name: _____ Camp Attending: _____

Address: _____ City, State: _____ Zip Code: _____

Legal Guardian's Home Phone: _____ Day Time Phone: _____

Emergency Contact Name: _____ and Phone No. _____

Medical Insurance Coverage: I acknowledge that neither Shorter University nor the Camp Director shall provide medical insurance coverage to my child. My child is covered under my insurance policy. Additionally, I acknowledge that all of the information provided above is current and correct.

Voluntary Consent to Participate: I, the undersigned, do hereby acknowledge that my child, the participant listed below, is physically fit and in a condition to fully participate in all camp activities and it is my wish for my child to participate in all camp activities.

Assumption of Risk: I realize that during the Camp, there are several ways that my child could suffer serious injury. During my child's participation in the camp, my child could be exposed to: (a) rigorous exercise, (b) high temperatures, (c) physical contact, (d) exhaustion, (e) and other dangerous conditions. Knowing these risks, which may include serious physical injury, temporary or permanent disability, and death, as well as economic and property loss, I affirm that my child's participation in the camp is strictly voluntary and I assume the risks associated therewith. I further realize that participating in camp may involve risks and dangers, both known and unknown, and have nonetheless elected to allow my child to participate in all camp activities.

Waiver and Hold Harmless: I release and forever discharge and hold harmless the sponsors, organizers, volunteers, and property site owners, specifically including but not limited to, the Camp Director and all camp personnel and staff, as well as, SHORTER UNIVERSITY, its affiliates, directors, officers, trustees, administration, employees, representatives, agents, successors and assigns (the "Releasees") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my from my child's in camp. This release specifically includes, but is not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my child may suffer, which arises out of my child's participation in the Camp.

Except as limited herein, I understand and acknowledge that this Consent, Release and Liability Waiver discharges from any liability or claim I or my child may have against Releasees with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in camp activities. I understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage. I understand and acknowledge that this waiver binds myself, my child, my heirs, administrators, executors, personal representatives, and assigns.

Medical Treatment: If my child is injured during their participation in any camp activities, SHORTER UNIVERSITY and/or the Camp Director may render medical services to my child or request that others provide such services. By taking such action, SHORTER UNIVERSITY and the Camp Director are not admitting any liability to provide or to continue to provide any such services and that such action is not a waiver by SHORTER UNIVERSITY or the Camp Director of any rights under this release and waiver. Should my child require transport to a medical facility as a result of an injury, I am financially responsible for such transportation and medical treatment costs. If my child is injured during camp, it is my child's responsibility to notify SHORTER UNIVERSITY and the Camp Director immediately. I hereby hold harmless and agree to indemnify Shorter and the Camp Director from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the Camp.

Other: I expressly agree that this Consent and Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

This RELEASE shall be governed by and construed under the laws of Georgia. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my Child's participation in any part of the Camp, shall be brought only in Floyd County, Georgia.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of myself and my Child.

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19.

Participant Name _____

Parent Name _____

Participant Signature _____

Parent Signature _____

Date _____

Date _____

Medical Authorization for Minors and HIPAA Release

I, _____, the parent of or legal guardian of _____ (“my child”), a minor, do hereby authorize any one or more of Shorter University, its administrators, faculty, staff, directors, or agents, and the Camp Director, _____, as agents for myself in my absence or incapacitation to consent to any x-ray examination and anesthetic, medical or surgical diagnosis or treatment and medical care which is deemed advisable by and is to be rendered to my child under the general or special supervision of any physician or surgeon licensed under the provisions of the Medical Practice Act on the medical staff of any hospital whether or not such diagnosis or treatment is rendered at the office of said physician or at said hospital.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of the aforesaid agents to give specific consent to any and all such diagnosis, treatment or hospital care which aforementioned physician in the exercise of his or her best judgment may deem advisable.

Additionally, I authorize a health care provider (a “covered entity” as defined by HIPAA) to use, release and disclose my individually identifiable health information to the above-named agents during the term of this Medical Authorization in accordance with and as authorized by 45 CFR Sec(s). 164.502(a)(1)(i) and (iv), 164.502(a)(2)(i), 164.524 and 164.528.

I hereby authorize any hospital which has provided treatment to the above-named minor to surrender physical custody of such minor to the above named agents upon the completion of treatment.

These authorizations shall remain effective until _____, _____.

Signature of Parent or Legal Guardian: _____

Date: _____

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

_____ (notary seal)

Notary Public

My Commission Expires: _____