



Please fill out, sign and return to: Apex Athletic Performance and Rehabilitation,
251 Highland, Adell, WI 53001

APEX ATHLETIC PERFORMANCE CAMPS WAIVER OF LIABILITY AND RELEASE AGREEMENT

I, _____, (parent/guardian), for myself, any other parent and the participant, in connection with my son/daughter, _____ (“the participant”), attending and participating in _____ (indicate event/sport; hereafter “the Apex Athletic Performance Camp”), hereby agree as follows:

ACKNOWLEDGEMENT OF RISKS

The Undersigned understands that there are certain dangers, hazards and risks (foreseen and unforeseen) inherent in attending and participating in the Apex Athletic Performance Camp, including, without limitation, risks related to use of equipment and facilities, personal safety (including risks of minor, serious or mortal personal injury) and risks of property damage.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY

In recognition of the dangers, hazards and risks (foreseen and unforeseen) associated with attending and participating in the Apex Athletic Performance Camp, the undersigned confirms that the participant is physically and mentally capable of attendance and participation in all activities and use of all equipment associated with the Apex Athletic Performance Camp. The participant is willingly and voluntarily attending and participating and the Undersigned agrees that they and the participant shall assume all dangers, hazards and risks (foreseen and unforeseen) inherent in, arising from or related to the participant’s attendance and participation in the Apex Athletic Performance Camp.

PARTICIPANT RESPONSIBILITIES

The Undersigned and the participant agree to the following:

Acceptable Conduct by Participant.

During attendance and participation in the Apex Athletic Performance Camp, which may include travel to and from the host venue, the participant will act in a responsible manner and will abide by the instructions of any Apex Athletic Performance personnel, and will comply and follow the rules and regulations of Apex Athletic Performance.

Participant's Health; Health Insurance Coverage

In anticipation of the participant's enrollment in the Apex Athletic Performance Camp, the Undersigned and participant have consulted with a medical doctor with regard to the participant's medical condition. The participant has no physical or mental conditions which would cause him/her to be a danger to himself/herself or to others, is capable of participating in all activities associated with the Apex Athletic Performance Camp and has submitted the required health insurance information, (see below), and physician’s report.

WAIVER OF APEX ATHLETIC PERFORMANCE LIABILITY/RELEASE AND HOLD HARMLESS

In consideration of the attendance and participation in the Apex Athletic Performance Camp and knowingly the dangers, hazards and risks (foreseen and unforeseen) of attending and participating in the Apex Athletic Performance Camp, the Undersigned, for themselves, any other parent and the participant, understand(s) and agree(s) to RELEASE AND HOLD HARMLESS Apex Athletic Performance and its current and former trustees, officers, directors, employees, attorneys, representatives and agents and waive any claim for injury and damage resulting from the participant’s attendance and participation in the Apex Athletic Performance Camp.

ACKNOWLEDGEMENT

It is the express intent of the Undersigned that this Agreement shall bind the undersigned, any other parent, the participant, the participant's family, estate, heirs, administrators, personal representatives or assigns. The Undersigned acknowledges that they have read and understand this document and the RELEASE AND HOLD HARMLESS provisions. The Undersigned agrees that this Agreement shall be construed in accordance with the laws of the State of Wisconsin, without giving effect to the conflict of laws



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provisions thereof, and that the State of Wisconsin shall be the forum for any lawsuits filed under or incident to this Agreement. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

The above named participant has my permission to participate in the camp program above. If contact is unsuccessful, I give my permission to the attending physician to render medical treatment to the participant, including (if necessary) hospitalization. Any expenses arising from injury or illness is the responsibility of the person signing below.

Parent/Guardian signature: _____

Date _____

Parent/Guardian printed name: _____

Emergency Phone # _____

Recent Health Issues/Past Health Concerns/Special Considerations:
