

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

Participant's Name: _____

The individual named below (referred to as "**I**" or "**me**"), as the parent and/or legal guardian of the participant (daughter/son) stated above, have given the participant to participate in the Palmer Youth Deaf Basketball Camp (the "**Activity**") provided by ROCHESTER SCHOOL FOR THE DEAF, a New York not-for-profit corporation with offices located at 1545 Saint Paul Street, Rochester, New York 14621 (the "**School**"). As lawful consideration for being permitted by the School to participate in the Activity/the intangible value that the participant will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT THE PARTICIPANT SUSTAINS MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE SCHOOL. I ACKNOWLEDGE THAT THE PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE SCHOOL OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the School, and its administrators, officers, directors, employees, agents, affiliates, successors and assigns (collectively, "**Releasees**"), on account of injury, death or property damage arising out of or attributable to the participation in the Activities, whether arising out of the negligence of the School or any Releasees or otherwise. I covenant not to make or bring any such claim against the School or any other Releasee, and forever release and discharge the School and all other Releasees from liability under such claims.

This Agreement constitutes the sole and entire agreement of the School and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the School and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Monroe County, New York and I hereby consent to the exclusive jurisdiction of such courts.

In the event of an emergency or an injury occurs, I authorize the camp staff members to take all proper action and use the emergency service available at the nearest hospital if necessary. I understand my personal insurance will be used in this case.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SCHOOL.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____