

**PARENTAL/LEGAL GUARDIAN CONSENT FORM**  
**BUTLER UNIVERSITY HEALTH AND RECREATION CENTER**  
**RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY**

In consideration of Butler University ("University") allowing the below-named minor child access to and use of its Health and Recreation Center, including, but not limited to, its fitness, swimming, and shower/locker facilities and all of the facilities and equipment contained therein (collectively referred to hereinafter as the "HRC"), I, the undersigned, on behalf of the minor child and his/her heirs, next of kin, assigns, and personal representatives, do hereby agree to the following conditions:

I understand and acknowledge on behalf of the minor child that access to and/or use of the HRC is potentially hazardous and involves risks, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to minor child, other persons, and/or damage to property. I understand and agree on behalf of minor child that negligence of the University and other risks associated with minor child's access to and/or use of the HRC may cause injury, illness, paralysis, or death to minor child, other persons, and/or damage to or loss of property. Some of the risks associated with minor child's access to and/or use of the HRC include, but are not limited to, equipment failure, known or unknown medical conditions, improper use of equipment, acts of others, and latent or patent defects or dangerous conditions in the HRC. On behalf of minor child, I accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to minor child's access to and/or use of the HRC, and acknowledge that minor child is voluntarily entering and using the HRC even with knowledge of these risks.

Acknowledging that such risks exists, on behalf of minor child, I hereby **RELEASE AND DISCHARGE** the University, its affiliates (including, but not limited to, Raintree Group, LLC) and their respective officers, representatives, managers, members, directors, owners, agents, contractors, employees, and each of them and/or anyone associated in any way with minor child's access to or use of the HRC (the "University Group"), from any and all claims, defenses, damages, losses, actions, suits, proceedings, expenses, attorney fees, costs, and liability that minor child, anyone on his/her behalf, his/her heirs, next of kin, assigns or personal representatives might have for or relating to any injury to minor child's person or property suffered or claimed to have been suffered by minor child which arises out of or is related in any manner to minor child's access to or use of the HRC, including, but not limited to, any claim that the act or omission complained of was **caused in whole or in part by the strict liability or negligence in any form of the University Group.**

I further agree to **INDEMNIFY, HOLD HARMLESS, AND DEFEND** the University Group in any action or proceeding from and against all alleged liability, claims, defenses, causes of action, damages, losses, suits, proceedings, expenses, attorney fees and costs arising out of or related in any manner to minor child's access to or use of the HRC, my or for minor child's failure to comply with the terms of this Release of Liability and Agreement to Indemnify. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly **caused in whole or in part by the strict liability or negligence in any form of the University Group.**

This document is governed by the laws of the State of Indiana, and any cause of action relating to the interpretation or enforcement of this document is subject to the exclusive jurisdiction of a court in Marion County, Indiana. If one or more portions of this document are found to be unenforceable, the remainder of the document will remain enforceable.

**I have read and fully understand this Release of Liability and Agreement to Indemnify and agree to be bound by its terms. I understand that by signing this document I am waiving certain legal rights, including the right to sue the University Group. I sign this document freely and willingly.**

**READ! YOUR MINOR CHILD'S LEGAL RIGHTS ARE AFFECTED!**

Signature of Parent/Legal Guardian	Date
Print Name and Relationship to Minor Child	
Print Name of Minor Child	
Minor Child's Date of Birth	

**ACKNOWLEDGEMENT OF MINOR CHILD**

I acknowledge that I have obtained my parent/legal guardian's consent to access and use the HRC. I understand that my access to and use of the HRC is dangerous and involves my risk of serious injury or death. I accept and assume all such risk and acknowledge the above parent/legal guardian's right to sign the Parental/Legal Guardian Release of Liability and Agreement to Indemnify on my behalf.

I have read the above Release of Liability and Agreement to Indemnify, understand what I have read, and voluntarily sign this acknowledgement.

Signature of Minor Child	Date
Print Name of Minor Child	

**BUTLER VOLLEYBALL CAMPS RELEASE AND WAIVER OF LIABILITY**

(To be completed/signed by parent/guardian of minor participants prior to participation)

I am permitting my minor child to participate in the Butler Volleyball Camp run by Global Movement, LLC. I hereby acknowledge that participation in the Camp will involve physical and recreational activities and that these activities may involve risks including, but not limited to, the following:

- Physical exertion, such as running, swimming, and making quick movements.
- Environmental hazards, such as uneven, rough terrain; hot, exposed climate; unpredictable weather; unpredictable contact with plants, insects and other naturally occurring phenomenon.
- Risks inherent to participation in sports and other recreational activities, such as being hit or struck by equipment or rough, physical contact with other participants.

I realize that it is not possible to list specifically each and every risk. However, knowing the material risks and appreciating knowing and reasonably anticipating that injuries, illness, paralysis and even death are possible, on behalf of my minor child, I hereby expressly assume all such risks that could occur by reason of his/her participation in any activities and the use of facilities and equipment related to the Camp.

I agree that, in exchange for and in consideration of Butler Volleyball Camps permitting my minor child to participate in the Camp, I hereby agree to forever release Butler Volleyball Camps, Butler University, their trustees, officers, agents and employees, from any cause of action, claims, or demands of any kind and nature whatsoever including, but not limited to, claims for negligence or any other form of action for which a release may be legally given (including attorneys' fees and costs) which may arise by or in connection with my minor child's participation in any activities related to the Camp.

I further covenant not to sue and agree to hold harmless and indemnify Butler Volleyball Camps, Butler University, their trustees, officers, agents and employees from any and all liability, causes of action, claims, demands, losses or costs of any kind and nature whatsoever (including attorneys' fees) arising out of or in anyway relating to my minor child's participation in any activities or his/her use of the facilities or equipment related to the Camp.

I understand that while participating in the Camp, my minor child must follow the instructions and directions provided by University personnel and that he/she must abide by the policies of Butler Volleyball Camps. Failure to follow instructions or directions may result in my minor child's immediate expulsion from the Camp.

I hereby certify that I am voluntarily signing this release, and intend to be legally bound by the terms of this document. I have carefully read all of its provisions, and fully understand its significance.

Print Name of Minor Child: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent/Guardian: \_\_\_\_\_

Our athletic accident policy which provides insurance for your son or daughter for injury sustained while participating in the play or practice of this sport is "Excess" or "Secondary" coverage. This simply means that it pays benefits only after taking into consideration those amounts payable under any other group plan. We, as the University, do not have the option of waiving this provision.

**PLEASE PROVIDE THE INFORMATION REQUESTED BELOW**

NAME OF GROUP POLICYHOLDER \_\_\_\_\_

GROUP/IDENTIFICATION NUMBER(S) \_\_\_\_\_

NAME OF INSURANCE COMPANY \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_ I hereby authorize a claim to be filed on my behalf under the above group medical policy in the event an athletic injury is sustained by \_\_\_\_\_; and I

hereby authorize payment of benefits to the provider of services.

\_\_\_\_\_ My son/daughter is not covered under my group insurance.

Camper's Name \_\_\_\_\_

Date \_\_\_\_\_

Camp Attending: \_\_\_\_\_ AM only or Full Day

### Summer Sport Camp Medical History Questionnaire

**INSTRUCTIONS:** Circle the appropriate answer. Please elaborate **yes** answers in the space provided.

- yes no 1. Does your child have any type of allergies to food, medications, or insects?
- yes no 2. Is your child currently being treated for diabetes or been told that she/he has diabetes?
- yes no 3. Has your child ever been told that he/she has a heart murmur?
- yes no 4. Has your child ever been treated for any heart or circulatory system problem?
- yes no 5. Has your child been "knocked out" or experienced a concussion in the last year?  
Please give dates and severity of condition. Is there a history of seizures of any kind?
- yes no 6. Are there any long term effects from head injury?
- yes no 7. Does your child wear contact lenses or glasses for athletic participation?
- yes no 8. Has your child had any sprains, strains, fractures, etc. which required medical attention.
- yes no 9. Has your child had any surgeries of any kind in the last year?
- yes no 10. Has your child ever been told that he/she has a hernia?
- yes no 11. Are there any other medical conditions or health problems which should be discussed?
- yes no 12. Is your child currently on any type of medication which will need to be administered while in camp? Explain THOROUGHLY if answer is yes.
- yes no 13. Does your child have any type of allergies to food, medications, or insects?

Please explain "yes" answers also, is there any reason why your son/daughter cannot fully participate in camp?

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\_\_\_\_\_ I understand the above questions and have answered them completely and truthfully to the best of my ability.

\_\_\_\_\_ I give permission for any necessary medical attention to be given to my son or daughter in the event that an injury or illness should occur while participating in a summer sports camp at Butler University. I understand that if my child suffers a serious injury which may require advanced medical care he/she may be transported to a local hospital for appropriate care.

Parent or Guardian signature \_\_\_\_\_

Father's Name (print) _____	Mother's Name (print) _____
Home Phone # _____	Home Phone # _____
Work Phone # _____	Work Phone # _____
Family Doctor _____	Office Phone # _____

Name and phone # of whom should be called in the event that you cannot be reached?  
\_\_\_\_\_