

Junior Wheelchair Sports Camp

Waiver of Liability, Assumption of Risk & Indemnity Agreement Elective/Voluntary Activities Waiver

WAIVER: In consideration of being permitted to participate in any way in Santa Barbara Cottage Hospital – Cottage Rehabilitation Hospital – Junior Wheelchair Sports Camp

Hereinafter called “The Activity”, I, for myself, my heirs, personal representative or assigns, **do hereby release, waive, discharge and covenant not to sue** Cottage Health and Santa Barbara Cottage Hospital - Cottage Rehabilitation Hospital its officers, employees and agents from liability **from any and all claims including the negligence of Cottage Health and Santa Barbara Cottage Hospital – Cottage Rehabilitation Hospital its officers, employees and agents**, resulting in personal injury, accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in The Activity.

ASSUMPTION OF RISKS: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD Cottage Health and Santa Barbara Cottage Hospital – Cottage Rehabilitation Hospital HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

SEVERABILITY: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

***If the participant is a minor, his or her custodial parent or legal guardian must read and execute this agreement.**

I hereby warrant that I am the legal guardian or custodial parent of the participant who is a minor, and agree, on my own and said minor’s behalf to the terms and conditions of the foregoing agreement.

Date

Age (if Minor)

Print Name of Participant

Signature of Patient/Guardian of Participant if Minor

Print Name of Parent/Guardian of Participant if Minor