

RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT
(TOMPKINS COUNTY, NEW YORK)

In consideration for permission to and participation in The Softball Camp LLC (Summer Prospect Camp) on August 20, 2023 (“Activity” or “Activities”), I, the Attendee, or (if the Attendee is under 18 years of age) the parent or legal guardian of Attendee, do waive and release forever any and all rights for claims and damages I may have against 1) Cornell University, its governing board, officers, trustees, agents, employees, contractors, and volunteers (collectively, “Cornell”); 2) and Coach Tara Tembey] (“Coach”); and [The Softball Camp] (“LLC,” and, collectively, with Cornell and Coach, the “Released Parties”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, costs, and expenses of any nature which Attendee may have or which may hereafter accrue to Attendee, arising out of or related to any loss, damage, or personal injury, that may be sustained by Attendee or by any property belonging to Attendee, whether caused by negligence or carelessness on the part of any of the Released Parties, while Attendee is in, on, upon, or in transit to or from the premises where the Activity, or any adjunct to the Activity, occurs or is being conducted.

I accept, understand, and assume that there is a risk of injury in this Activity, due to the physical nature of the Activity, including but not limited to falls, contact with other participants, and being injured attendant to the activities related to or performed at the Camp or on Cornell’s campus. Attendee agrees to follow all instructions and to wear all necessary, recommended, and appropriate protective gear and equipment, and assume all risks associated with participation excepting the acts or omissions of other individuals proximately resulting in injury to the Attendee.

I understand and acknowledge that COVID-19 is a global pandemic and a public health risk. I understand that the risk of becoming exposed to or infected by COVID-19 at Cornell University may arise from the actions, omissions, or negligence of myself and others including, but not limited to other attendees, Cornell, its students, the Coach or LLC, or their respective employees, contractors or volunteers. I recognize that the Released Parties cannot limit all potential sources of COVID-19 infection. I knowingly and voluntarily assume all risks, including but not limited to, the risk of illness, death, bodily injury, disability, or exposure or infection with COVID-19, for myself and my family. I fully understand the risks, I knowingly and voluntarily waive and release the Released Parties, along with Cornell students, from all present and future claims of any type for any harm or loss, including but not limited to, economic loss, personal injury, disease, death or property damage suffered by me or my family, as a result of my participation in the Activity or as a result of my presence or my family’s presence on Cornell University campus. I agree to indemnify, hold harmless, and covenant not to sue the Released Parties for any personal injury, death, medical expenses, disability, loss of capacity, property damage, court costs, attorney’s fees, or other loss arising out of my participation.

I understand that this Activity is neither administered nor sponsored by Cornell University and that the Coach is providing this camp/clinic through the LLC outside the scope of his/her employment with Cornell. I agree to release, hold harmless, and indemnify the Released Parties from any and all claims and liability arising out of the Activities on campus or attendant to the Camp excepting acts or omissions of gross negligence or recklessness proximately resulting in injury(ies) to Attendee.

Signature of Attendee

Printed Name of Attendee

Date

If Attendee is under the age of eighteen, signature of Parent or Guardian is required: by signing this Release, Indemnification, and Hold Harmless Agreement, I agree to the following: 1) I give my permission for my child to participate in the Activity; 2) I agree to the terms above on behalf of my child; and 3) I agree to the terms above on behalf of myself and my family.

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date

Address

City, State, Zip Code

Telephone