

Kendall Athletic Club Inc.
SUMMER CAMP PROGRAM

Participant Information and Waiver

Participants Personal Information

Camper Name: _____

Parent/Guardian Name: _____

Street Address: _____

City: _____ State: _____ Zipcode: _____

Parent Email: _____

Home/Cell phone: _____ Business/second phone: _____

Any Known Allergies camper may have: _____

Any Medical Conditions/Concerns camp staff should be aware of: _____

Participant Emergency Contact Information

Name: _____

Best Contact Phone : _____

Second Contact Phone: _____

Date Form was completed: _____

KAC Waiver, Release and Financial Policy

The undersigned will be present at and participate in activities held by Kendall Athletic Club Inc. Such activities may include, but without limitation, instruction, training, and competition in a multitude of sports, conditioning, and recreational activities. In consideration of the opportunity to be present at and participate in the activities provided by Kendall Athletic Club, the undersigned, Individually, and on behalf of his/her heirs, personal representatives, administrators, successors, and assigns (collectively referred to herein as "participant"), AGREES TO ASSUME THE RISK AND RESPONSIBILITY AND TO WAIVE, RELEASE AND TO INDEMNIFY Kendall Athletic Club, Inc. and its Owner, employees, volunteers, directors, officers, officials, affiliates, suppliers, agents and their respective successors and assigns (collectively referred to herein and solely for purposes of this document as Kendall Athletic Club, Inc. also known and referred to as KAC, as follows:

1. Assumption of risk and responsibility:
 - A. Participant recognizes, understands, appreciates and acknowledges (1) the risks and dangers of injury that may occur in the course of being on the grounds of camps run by KAC and participating in the activities (including, for example, but not by way of limitation, activities involving sports: ie heights, rotation, skills and techniques, facilities, equipment, apparatus, and all other activities related to sport and its various disciplines); (2) Participant and guardian understand that my presence at KAC Inc. and/or activities may involve risk of bodily injury (including for example, but not by way of limitation, injuries to bones, joints, muscles, internal organs), illness, disability or paralysis (whether temporary or permanent, total or partial), death, or other harm and (3) that participant voluntarily engages in the activities with adequate prior knowledge of such risks and dangers.
 - B. Participant and guardian voluntarily decides to participate in the activities and agrees to and does assume all legal and financial responsibility for (1) any and all risks and dangers referred to in the preceding paragraph (2) any and all injuries, damages and losses, whether to person or property, and whether physical, psychological, social, or economic, that participant may in any manner and from whatever causes sustain in connections with attendance and participation in the activities, including such injury, damage or loss that may result from the negligence of Kendall Athletic Club Inc. and (3) all treatment, hospitalization and other care rendered to participant in connection with any of the foregoing, including in the event of his/her injury illness or other emergent circumstance. _____
2. Releases AND Indemnification: Participant and Guardian, hereby fully and forever release, discharges, hold harmless and agrees to indemnify Kendall Athletic Club Inc. from and against any and all liabilities losses, damages, claims, demands, litigations, and judgements, present or future, known or unknown, foreseeable and unforeseeable, valid or invalid, direct or consequential, together with reasonable costs and attorney fees (collectively referred to herein as "claims". (1) which result, directly or indirectly, from bodily injury, illness, disability or paralysis (whether permanent, temporary, total or partial), death, indirectly, from participants attendance, third parties, or participants property, or the property of third parties, and (2) which are caused by or result, directly or indirectly, from participant attendance at and participation in the activities, or otherwise. Such waiver, release and indemnification apply to any claims incurred duration or in connection with, or otherwise caused by, arising from, resulting from, or connected to, any of these activities and the conduct above, whether such claims result from the negligence of Kendall Athletic Club Inc. or from any other cause to the fullest extent permitted by law. _____
3. USE OF IMAGE: I hereby grant Kendall Athletic Club Inc. and all Staff and Volunteers the non-exclusive, perpetual right to use my name, image, likeness or video (together, "identifications") and to photograph record or video me, in connection with my participation in the activities, for the purpose of promotion of Kendall Sports Club Inc. and all the programs, activities and work of KAC. Such use may be in any medium, whether now known or hereafter devised, including, but not limited to, print, electronic, television, film, digital, website, online, video streaming and social media entries. In no event, however, may Kendall Athletic Club Inc. by virtue of this specific grant of rights, use my identification for purpose of my endorsement of any commercial product or service without my prior written permission. This grant of rights shall be in addition to, and shall in no manner limit or affect, any other consent, permission, grant, or license that may have given or in the future may give to Kendall Athletic Club, Inc. for the use of my identification or performance in or related to any participation under KAC. _____
4. REFUNDS, all payments are final and no refunds will be distributed. If space is available in the same class a different week, an alternate camp session may be selected on a case-by-case basis. Makeup session is for full session only, not parts of missed weeks. Any credits towards other camp sessions may only be applied during the same "season" with in the same year. Ie: summer of 2021 to make up only in summer of 2021.
5. TERM: The waiver and Release of Liability shall remain valid until is expressly revoked, by me in written notice to Kendall Athletic Club Inc. Provided however, that any such revocation shall not in any manner affect the waiver, release of liability, and indemnification given hereunder for any ads or occurrences prio to such receipt of said written notice by Kendall Athletic Club Inc or prior to termination of my participation in KAC activities.

I HAVE READ THIS DOCUMENT, AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I HAVE A COPY OF THIS FORM AND HAVE READ AND UNDERSTAND AND AGREE TO THE RULES OF KENDALL ATHLETIC CLUB. INC.

Print Name of Participant _____

For participant of Minority age: This is to certify that I/we, as parent(s)/legal guardians with legal responsibility for the participant, do hereby consent and agree not only to his/her successors and assigns, to waive, release and indemnification, but also for myself/ourselves, and my/our heirs, personal representatives, administrators, successors and assigns, to waive, release and indemnify Kendall Athletic Club Inc. from any and all Claims Incident to my/our participation in the activities as stated above to the fullest extent permitted by law.

Print Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Date of Signature _____