

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The undersigned (“**Releasor**”) hereby certifies that Releasor is the adult parent or guardian of \_\_\_\_\_, a minor child under the age of eighteen (18) years (“**Camper**”), and Releasor the legal right to sign and deliver this instrument (this “**Release**”) on behalf of Releasor and Camper. Releasor desires Camper to participate in the All-American Cross Country Camp (the “**Camp**”) and any and all activities provided, arranged, organized, or in any way associated or connected with the Camp (collectively, the “**Activity**”) provided by **Raleigh Track Club, L.L.C.**, a North Carolina limited liability All-American d/b/a All-American Cross Country Camp (“**All-American**”) hosted at the Christ School located in Asheville, North Carolina (the “**School**”). In consideration of being permitted by All-American to participate in the Activity and in recognition of All-American’s reliance hereon, Releasor hereby agrees, on behalf of Releasor and Camper, to all of the terms and conditions set forth in this Release. Releasor, on behalf of Releasor and Camper, understands and agrees that (a) the Activity includes, but is not limited to, cross-country running, which is an active, physical sport where injuries and accidents (both minor and major) are common; (b) Camper will not and cannot receive individualized attention or supervision at all times; (c) neither the Camp, the Activity nor All-American are affiliated with, supported by or in any way related to North Carolina State University, including, without limitation, its athletic department and track program; and (d) the information provided on the second page hereto, including, without limitation, the section concerning Additional Medical Information its complete and accurate in all respects with respect to the subject matter thereof and does not omit any information material or relevant thereto.

RELEASOR, ON BEHALF OF RELEASOR AND CAMPER, IS AWARE AND UNDERSTANDS THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. RELEASOR, ON BEHALF OF RELEASOR AND CAMPER, ACKNOWLEDGES THAT ANY INJURIES THAT RELEASOR OR CAMPER SUSTAINS MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF ALL-AMERICAN OR RELEASEES (HEREINAFTER DEFINED), INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF ALL-AMERICAN. NOTWITHSTANDING THE RISK, RELEASOR, ON BEHALF OF RELEASOR AND CAMPER, ACKNOWLEDGES PARTICIPATION IN THE ACTIVITY IS VOLUNTARY AND RELEASOR, ON BEHALF OF RELEASOR AND CAMPER, AND WITH FULL KNOWLEDGE OF THE DANGER INCIDENTAL OR RELATED TO THE ACTIVITY, HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF ALL-AMERICAN, ANY RELEASEE OR OTHERWISE.

Releasor, on behalf of Releasor and Camper, hereby expressly waives and releases All-American, the School and their respective successors, predecessors, assigns, affiliates, members, managers, directors, officers, directors, employees, agents, attorneys and representatives (collectively, the “**Releasees**”) from any and all claims arising out of or attributable to the Activity including but not limited to all actions, causes of action, liabilities, demands, damages, costs, expenses and attorneys’ fees, whether for property damage, personal injury, disability, loss of consortium, death or otherwise, at law or in equity, known or unknown, contingent or absolute, now existing or which may subsequently accrue. Releasor, on behalf of Releasor and Camper, covenants not to make or bring any such claim against All-American or any other Releasee and forever releases and discharges All-American and all other Releasees from liability under such claims. This Release does not extend to claims or other liabilities that North Carolina law does not permit to be released by agreement.

Releasor, on behalf of Camper, hereby consents to Camper’s receipt of medical treatment deemed necessary if Camper is injured or requires medical attention during Camper’s participation in the Activity. Releasor understands and agrees that Releasor, and not All-American, is solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. Releasor, on behalf of Releasor and Camper, hereby releases, forever discharges, and holds harmless the All-American from any claim based on such treatment or other medical services. Releasor, on behalf of Camper, hereby grants All-American and its members, managers, officers, employees and other representatives to take, shoot and/or use photographs, videos, and other media products which include the image and/or likeness of Camper for any legal use, including but not limited to publicity, social media, illustration, advertisement, web content, and copyright purposes. Releasor, on behalf of Releasor and Camper, further understands and agrees that no royalty, fee or other compensation shall become payable to Releasor or Camper by reason of such use(s).

This Release constitutes the sole and entire agreement of All-American and Releasor, on behalf of Releasor and Camper, 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 Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of All-American, each other Releasee and Releasor and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Wake County, North Carolina, and I hereby consent to the exclusive jurisdiction of such courts.

Camper Name: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Emergency Phone #:	( ) _____	Contact Name:	_____
Home Phone #:	( ) _____	Contact Name:	_____
Work Phone #:	( ) _____	Contact Name:	_____
Work Phone #:	( ) _____	Contact Name:	_____
Cell Phone #:	( ) _____	Contact Name:	_____
Cell Phone #:	( ) _____	Contact Name:	_____

**ADDITIONAL MEDICAL INFORMATION**

Please list any allergy/special medications, EpiPens, etc., or other conditions that the All-American should be aware of or would or could otherwise prevent Camper from full and complete participation in the Activity (if none, list "None"; attach additional pages, if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INSURANCE INFORMATION**

Ins. Co. Name \_\_\_\_\_ Policy # \_\_\_\_\_ Group # \_\_\_\_\_  
 Policy Holder's Name: \_\_\_\_\_ Relationship to Camper \_\_\_\_\_  
 Insurance Co. Phone # for Pre-Authorization # ( ) \_\_\_\_\_

**BY SIGNING, I, RELEASOR, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, ON BEHALF OF MYSELF AND CAMPER, INCLUDING THE RIGHT TO SUE ALL-AMERICAN OR ANY OTHER RELEASEE.**

Sign: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_

Print Name of Camper: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_