



Release of Liability Form

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT BETWEEN THE PARENT/GUARDIAN (I) AND CLEAR Ed. THIS FULLY SIGNED FORM MUST BE SUBMITTED BY A PARENT OR LEGAL GUARDIAN BEFORE ANY CHILD IS ALLOWED TO PARTICIPATE IN THE ABOVE REFERENCED CAMP.

I, the undersigned, wish for my Child (hereafter "Child") to participate in the above referenced camp (hereafter "camp") on the date(s) and location indicated above and, in consideration for my Child's participation, I hereby agree as follows:

I acknowledge, understand and appreciate that as part of my Child's participation in the camp there are dangers, hazards and inherent risks to which my Child may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. I further realize that participating in the camp may involve risks and dangers, both known and unknown, and have elected to allow my Child to take part in the camp.

I, on behalf of my Child, hereby understand and acknowledge that my failure to disclose relevant information may result in harm to my child and/or others during this camp. By signing my name, I represent and warrant that my child's mental, physical or medical condition enables him/her to participate in the camp without any special accommodation.

I, on behalf of my Child, understand that CLEAR Ed. recommends we consult with a physician prior to allowing our child to participate in this camp and if I am uncertain about any pre-existing medical conditions, it is my responsibility to consult with my Child's physician prior to my Child participating in this camp.

I, on behalf of my Child, and only if swimming activities are included in this camp's approved list of activities, understand the risk of injury or death to my Child that exists while he/she is traveling to and from a swimming pool/area and while he/she swims, uses slides, diving boards and other related items related to this activity.

I, on behalf of my Child, hereby release CLEAR Ed., its Board of Trustees, Administration, Faculty, Staff, Student Leaders, Camp Staff, and all other officers, directors, employees and agents from any and all liability as to any right of action that may accrue to my heirs or representatives for any injury to my Child or loss that my Child may suffer while training, preparing, participating and/or traveling to or from the camp. This agreement is binding on my heirs and assigns.

I, on behalf of my Child, furthermore release, indemnify and hold harmless CLEAR Ed. from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that my Child may suffer, for which my Child may be liable to any other person, that may or does arise out of my Child's participation in the camp. I understand that CLEAR Ed. accepts no responsibility for my Child's personal property.

I, on behalf of my Child, furthermore acknowledge that CLEAR Ed. does not provide on-site medical care or provide and administer any prescription or over-the-counter drugs and in the event of an accident or serious illness, I hereby authorize representatives of CLEAR Ed. to obtain emergency medical treatment for my Child on my behalf. I hereby hold harmless and agree to indemnify CLEAR Ed. from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for all expenses, including medical expenses that may derive from any injuries to my Child that may occur during his/her participation in the camp.

I, on behalf of my Child agree to give CLEAR Ed. permission to use the electronic image of my Child on CLEAR Ed.'s website or in CLEAR Ed. publications, and I agree to indemnify and hold harmless CLEAR Ed., its Board of Trustees, Administration, Faculty, Staff, Student Leaders, Camp Staff, and all other officers, directors, employees and agents from any and all liability as to any right of action that may accrue to my heirs and assigns as a result of CLEAR Ed. using my Child's image.

I, on behalf of my Child agree or disagree to give CLEAR Ed. permission to use my contact information for future camp and CLEAR Ed. information.

This RELEASE shall be governed by and construed under the laws of Texas. I agree that any legal action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss because of my Child's participation in any part of the camp, shall be brought only in Hays County, Texas.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample opportunity to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind not only myself and my Child but also the successors, heirs, representatives, administrators, and assigns of my Child and myself.

Note: By typing your full name in the Online registration form or signing below, you certify that you have read and agree to the above information.

Signature: _____

(Also print Participant's Full Name or Full Name of Legal Guardian, if Participant is Under the Age of 18) *