



RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, & COVENANT NOT TO SUE AGREEMENT

(BINDING LEGAL DOCUMENT -- READ CAREFULLY BEFORE SIGNING)

I hereby acknowledge that participation by my child in **Summer Sensation Training** a voluntary educational, athletic, social, and/or recreational camp program sponsored and administered by **Winter Opera Saint Louis from June 16<sup>th</sup> to June 27<sup>th</sup>, 2014** and involves an inherent risk of and exposure to property damage and bodily or personal injury to my child, or to others. Dangers related to such activities may include but are not limited to: hypothermia, broken bones, strains, sprains, cuts, abrasions, bruises, drowning, concussion, heart attack, heat exhaustion, injuries associated with travel, and death.

I acknowledge that I am aware that there are risks, hazards, and dangers inherent in such activities and in the training, preparation for, and travel to and from such activities. I further acknowledge that it is my sole responsibility to allow my child to participate only in those activities for which my child has the prerequisite skills, qualifications, preparations, and training. I acknowledge that the **Board of Trustees of Winter Opera Saint Louis, a non-for profit organization**, on behalf of **Winter Opera Saint Louis and its members individually, and its officers, agents, and employees**, hereinafter "Releasees", do not warrant or guarantee in any respect the competency or mental or physical condition of any third-party affiliated with the camp program, including any third-party leaders, instructors, volunteers, vehicle drivers, or individual participant in any educational, athletic, social, and/or recreational camp program or activity.

I further acknowledge that Releasees make no warranty as to the condition, safety, or suitability of any equipment, vehicle, property, or premises for any purpose. I acknowledge that I am solely responsible, through insurance or otherwise, including the Camper Accident/Medical Benefit Coverage, if applicable in this camp program, for any hospital or other costs arising out of any bodily injury or property damage sustained through my child's participation in the above-noted voluntary camp program. I hereby assume on behalf of my child any and all such risk. For the sole consideration of Releasees arranging for and allowing my child's participation in the above referenced voluntary camp program, and in connection therewith, making available for my child's use while participating in such program, certain equipment, facilities, grounds, or personnel of Releasees, I hereby waive liability, release, hold harmless, covenant not to sue, and forever discharge Releasees from any and all liability, claims, demands, rights, and causes of action of whatever kind, arising from or by reason of any personal injury, property damage, or the consequences thereof, resulting from or in any way connected with my child's participation in the above-referenced voluntary camp program.



I understand and agree that Releasees do not have medical personnel available at the locations of the camp program; that Releasees are granted permission to authorize emergency medical treatment for my child; that such action by Releasees shall be subject to the terms of this Agreement; and that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment. I understand that acceptance of this signed Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement by Releasees shall not constitute a waiver, in whole or in part, of sovereign immunity by Releasees; that it shall be effective during the entire period of my child's participation in the above referenced voluntary camp program; that it binds me, members of my family, my spouse, and my child's heirs, executors, administrators, and assigns; that it shall be construed in accordance with the laws of Missouri; and that if any of its terms or provisions are held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected thereby. I have read, understand, and have freely and voluntarily signed this Release, Waiver of Liability, Assumption of Risk, & Covenant Not To Sue Agreement.

The day of \_\_\_\_\_, 2014.

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Signature of parent or guardian

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Name and age of child (print)

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Signature of Witness & Date

(Must be 18 years or older)