

CALVIN UNIVERSITY POLICIES

POLICIES RELEASE AND WAIVER OF LIABILITY

I hereby give permission for my child (the "Participant") to attend and participate in the program(s) listed below being offered by Calvin University. In consideration of the Participant attending the program(s) listed below, I agree to the following:

I hereby release, waive, discharge and covenant not to sue Calvin University, its affiliates, officers, directors, employees, shareholders, members, representatives, attorneys, successors and assigns, or other participants (collectively, "Releasees") from all liability to me, the Participant, Participant's heirs, executors, representatives, successors and assigns for any and all loss or damage, and any claim or demands thereof on account of injury to the person or property of, or resulting in death of, the Participant, while the Participant attends the program and any activities incidental thereto and whether caused by the negligence of the Releasees or otherwise. I understand that it is my responsibility to arrange for transportation of the Participant to and from the program, and I release the Releasees and I assume all responsibility for my child's transportation, including drop off and pick up from the program.

I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or cost of any and all kind they may incur due to the participation of the Participant in the program and any activities incidental thereto, whether caused by the negligence of the Releasees or otherwise.

I acknowledge, understand, and assume all risks of the Participant and any activities incidental thereto which can result in great bodily harm or death, disability, paralysis, and/or other damage even under well-controlled circumstances. I have full knowledge of these risks despite the existence of rules, regulations, equipment and discipline. I accept all of these risks and any risks or dangers not known or which are not reasonably foreseeable, and I will not hold responsible Releasees for injuries or damages resulting from the Participant's participation in these activities, wherever or however they occur.

I expressly agree that this Release is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect. By signing this Release, I acknowledge that this Release has been freely and voluntarily made after careful review of all of the terms and provisions of this Release and agree that this Release shall not be subject to recession or nullification at any time hereafter. I further agree that no oral representations, statements and inducements apart from this Release have been made regarding liability.

I hereby permit and authorize Calvin University and its employees, agents, and personnel to use in perpetuity the Participant's photograph or other likeness for any purpose, including publicity, marketing, and promotional purposes. I understand such photograph or likeness may be copied and distributed by means of various media, including video presentations, television, mailers, billboards or signs, brochures, placement on websites, or newspapers. I understand that, although Calvin University will endeavor to use any such photograph or likeness in accordance with standards of good judgment, Calvin University cannot warranty or guarantee that any further dissemination of such photograph or likeness will be subject to Calvin University supervision or control. Accordingly, on behalf of the Participant, I release Calvin University from any and all liability related to usage or dissemination of the Participant's photograph or likeness.

INSURANCE/INJURY POLICIES

Calvin University is not liable for injuries sustained by students in camp programs even though such injuries occur on the university premises, in sport classes, or in competition. The university does not undertake to be the insurer of its students and its liability under the law must be based on fault. It is necessary, in order to establish the liability of the university for such injuries, not only to prove negligence or carelessness on the part of the university, but also to show that the student was free from any negligence or carelessness which might have contributed to the injuries. Accordingly, students and parents are advised to be certain that there is coverage by personal or family health and accident insurance.

I understand that Calvin University does not provide medical insurance for program participants. I hereby confirm that my child is covered by the health insurance policy listed above. I authorize Calvin University or its designated person to secure medical attention for my child if any such person deems necessary if I am not available to make a decision regarding such medical attention. This consent shall not impose any obligation to provide such medical attention and it is understood that such persons might not be trained medical personnel. I hereby authorize the Grand Rapids emergency health care system to provide any necessary care.

DEPOSIT/TRANSFER/REFUND POLICY

ALL BALANCES ARE DUE BY OCTOBER 1, 2019. There will be NO REFUNDS once your session has begun. NOTE: There will be NO FULL refunds after October 15, 2019. DEPOSITS, as indicated in the brochure, WILL NOT be refunded, transferred to another camp or transferred to another child after October 15, 2019, regardless of registration date. Please make all checks payable to: **CALVIN SWIM CLUB**. Please mail all checks to: Calvin Swim Club, Calvin University, 3195 Knight Way SE, Grand Rapids, MI 49546-4406.