



HEALTH INSURANCE AND CAMP POLICIES

Athlete's Name: _____

Parent/Guardian with medical authority related to this Athlete: _____

Parent/Guardian's emergency contact number: _____

Alternative emergency contact number: _____

Health Insurance Carrier for Athlete: _____

Policy Number: _____

Policy Holder: _____

Policy Holder's Date of Birth: _____

I, the parent/guardian of _____, give permission for the athlete named above to receive emergency medical or surgical treatment and hospitalization if reasonably necessary. I understand that in the unlikely event of any serious injury, unless circumstances reasonably prevent it, every attempt will be made to contact me, or the emergency contact named above, before taking action. I will be financially responsible for any and all reasonably necessary medical attention provided during camp or resulting from an injury received at camp. My medical insurance shall be the insurance coverage for any medical treatment.

I HAVE READ THE REGISTRATION PACKET AND FULLY UNDERSTAND MY/OUR OBLIGATIONS STATED ABOVE AND ALSO THE RIGHT OF SPARKS CONSULTING AND HEREBY AGREE TO ACT IN ACCORDANCE WITH THE ATHLETE'S REGISTRATION PACKET AND HEALTH AND THIS RELEASE FORM.

I FURTHER UNDERSTAND THAT SPARKS CONSULTING RETAINS THE RIGHT TO USE FOR PUBLICITY AND ADVERTISING PURPOSES, PHOTOGRAPHS OF ATHLETES TAKEN AT CAMP.

Agreed and accepted this ___ day of _____, 20__.

Athlete: _____

Parent: _____

Legal Guardian or Representative (if other than a parent): _____

WAIVER AND RELEASE OF CLAIMS

The athlete and parents (and/or guardians) below (hereafter collectively, 'clients') understand, agree, warrant and acknowledge that the athlete's involvement in the sport of rowing, and all related recreational, fitness and physical activities, including but not limited to travel (domestic and abroad), boat transportation and maintenance, athlete transportation, lodging, nutrition, workout regimes, weight training, cardiovascular and endurance training, ERG testing, rowing competition and open-water practice and all other related activities involved in rowing and rowing training involve serious risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks") and that such risks may be caused by athlete's own actions or inactions as well as the actions of others and may be caused or exacerbated by the weather, water, and all other conditions in which the referenced activities may take place.

The athlete and his parents on their behalf and on behalf of their siblings, legal representatives, heirs and assigns do hereby **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITIES** FOR any and all LOSSES, COSTS, AND DAMAGES that may be incurred by them, or any of them, in connection with participation in the rowing camps and **DO HEREBY RELEASE, DISCHARGE, ACQUIT, AND COVENANT NOT TO SUE** Sparks Consulting LLC, its owners, officers, directors, agents, managers, volunteers and employees, known and unknown for money damages for personal injury or property damage sustained by athlete while participating in the Sparks Consulting, Inc. rowing camp even if due to the NEGLIGENCE of Sparks Consulting, Inc., its owners, officers, directors, agents, managers, volunteers and employees, known and unknown.

The athlete and his parents on their behalf and on behalf of their siblings, legal representatives, heirs and assigns **DO HEREBY INDEMNIFY, SAVE AND HOLD HARMLESS** Sparks Consulting, Inc., its owners, officers, directors, agents, managers, volunteers and employees, known and unknown from any and all claims, suits or demands by anyone arising from the rowing camps and related activities, including claims of NEGLIGENCE on the part of Sparks Consulting, Inc. its owners, officers, directors, agents, managers, volunteers and employees, known and unknown and any litigation expenses, attorney's fees, loss, liability, damage, or cost to the fullest extent allowed by law.

Athlete and the parent or guardian signing this agreement have read this **Waiver, Defense, Indemnity, Hold Harmless Agreement and Release of Liability** and fully understand its terms. Athlete and the parent or guardian signing this agreement further understand that by signing this agreement that he, she or they are giving up substantial legal rights. Athlete, the parent or guardian signing this agreement has not been induced to sign this agreement by any promise or representation and sign it voluntarily and of his/her/their own free will.

If the athlete is a minor, the parent(s), guardian or legal representative executing this agreement warrant and represent that he, she or they have full authority to do so in such capacity, and do so both for themselves and on the minor athlete's behalf.

Agreed and accepted this ___ day of _____, 20__.

Athlete: _____

Parent: _____

Legal Guardian or Representative (if other than a parent): _____

COMMUNICATION AGREEMENT

Athletes are expected to come to camp staff first with any issues or concerns during the course of camp. We found when athletes come to us first with issues (roommate concerns, injury, illness, etc.) the issues are resolved faster and more effectively than when athletes contact their parents first. Additionally, we feel it is important athletes take ownership over their experience.

While our staff will answer logistical questions or emergency issues directly, we will not respond to parent communications on issues unless the athlete has come to a staff member (coach, counselor, or Camp Director) first.

Agreed and accepted on this ____ day of _____, 20____

Athlete: _____

Parent: _____

Legal Guardian or Representative (if other than a parent): _____

CODE OF CONDUCT and RESIDENCY AGREEMENT

Sparks Camps are designed to be fun and informative. To insure athletes have a safe and enjoyable experience, all athletes are required to agree and follow the Code of Conduct and Residency Agreement. Please review the Agreement with your child as both Athlete and Guardian must read and sign the Agreement prior to admittance into camp.

Athletes agree to

- Follow the direction of camp staff. Athletes shall be courteous and show respect to staff, fellow athletes, visitors, facilities staff, facilities, and all equipment
- Listen to staff and coaches and show consideration when they are speaking
- Not tease or put down other athletes, coaches, staff, etc.
- Use appropriate language and gestures: no cursing or inappropriate topics
- Wear appropriate clothing in all facilities and when exercising
 - Clothing depicting inappropriate messages or images is strictly prohibited (inappropriate depictions include but are not limited to: drugs, alcohol, tobacco, gang, violence or sex)
- Keep all areas clean (room, boathouse, dining hall, gym facilities, meeting rooms, etc.). Throw away all their trash and pick up any they see
- Not bring pets

Lost or Misplaced Keys (where applicable):

- Room keys
 - Athletes are to keep safe and protect their room keys. A replacement fee will be charged to and the responsibility of the athlete and their Guardian for any lost keys.
- Meal Card Replacement
 - Athletes are to keep safe and protect their meal card. A replacement fee will be charged to and the responsibility of the athlete and their Guardian for any lost meal cards.

Any other rules specific to camp will be discussed by the Camp Director at camp.

Behavior Guidelines and Consequences: To provide a pleasant environment and ensure the safety of our athletes and staff, any disruptive, destructive, and/or dangerous behavior by athletes is NOT ALLOWED. Such behavior will result in the athlete being removed from the current program. If the behavior continues, the athlete will be dismissed from camp. When an athlete is dismissed from camp for unacceptable behavior there will be NO REFUND and the parent/legal guardian must make arrangements to bring the athlete home from camp at the earliest point possible.

Any of the following will result in IMMEDIATE DISMISSAL from camp:

- Endangering the health or safety of others
- Possession of firearms, weapons, explosives, etc.
- Possession or use of illegal drugs, alcohol, tobacco products, etc.
- Being in the presence of illegal drugs or alcohol, even if the athlete is not partaking
- Theft
- Fighting
- Intentionally pulling fire alarms
- Leaving camp area without permission
- Engaging in any unlawful behavior

Damage of Loss of Property: Athlete's parent/legal guardian will be financially responsible for any and all damages caused by athlete. Parent/Legal guardian will be billed for any damage to facilities or equipment.

Violation of any of these rules may result in immediate ejection from camp for the duration of the week, no refund, and denial of service at future camps.

Agreement to Arbitrate: The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation, verbally or in writing. Any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS alternative dispute resolutions centers, in Dallas, Texas for final and binding

arbitration. Parties further agree that arbitration will be in person and shall not exceed one day. In the event the matter proceeds to arbitration, document requests and e-discovery shall be limited to the fullest extent possible. There shall be no depositions, no requests to admit or deny, and no interrogatories. Arbitration shall be binding and final and all parties hereto waive any appeal, without limitation. The prevailing party shall be entitled to reasonable and necessary attorney's fees and all reasonable and necessary costs. Fees shall bear a reasonable relationship to the amount in controversy. The arbitrator may impose or award appropriate sanctions, penalties, default judgement and/or draw appropriate adverse inferences from any parties' noncompliance, delays, or non-participation. Fees and costs will be borne by the non-prevailing party in the event of any default judgement. This Agreement and any arbitration shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflict or choice of law rules. Simply, by signing this Agreement, Parties are recognizing and specifically waiving any right to trial.

I have read and understand the guidelines outlined above and the consequences of violating the Agreement.

Agreed and accepted on this ____ day of _____, 20____

Athlete: _____

Parent: _____

Legal Guardian or Representative (if other than a parent): _____