

2018

ARC High

Level Junior

Academy

Camp

Camp Waiver, Release of Liability & Indemnity Agreement:

Welcome to ARC Camp! We hope your child has a great time participating in ARC's camp program. Camp activities may include tennis, swimming, sports & other activities. We make every effort to ensure your child's safety, but we want to be sure that you understand the risks of your child's participation in these activities. Please provide us with the following information:

List child's allergies, medical conditions, medications or physical limitations. Please write "None" if you child has no limitation:

THIS IS A WAIVER, RELEASE, AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

In consideration of the use of the facilities, services, equipment, premises, and/or participation in or at any event, at or organized by DJ3, LLC, and/or Kyle & Will, LLC dba Asheville Racquet Clubs, Inc. ("ARC"), Hulsing Hotels, Inc. agree to the following for myself, my children, my heirs and my assigns:

1. Assumption of Risk. I acknowledge that there are inherent risks while on and about the premises and in the use of the facilities, equipment, and services at an adventure camp. Such risks include, but are not limited to, camp-related accidents, weather-related hazards and natural disaster, injuries caused by plants, animals or insects, ball-related injuries, infectious diseases, the possibility of slips and falls, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, broken bones, concussions, or severely debilitating or life-threatening hazards, and drowning and even death. I understand that my child may engage in activities that involve risk of serious injury, permanent disability, death, and severe economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. **I voluntarily assume all risks of injury, including death, and accept full responsibility for my own damages and those of my child which may occur in connection with my child's presence at and participation in activities at ARC Camp.**

2. Release and Disclaimer of Liability. I, on my own behalf and on behalf of my child, forever release, waive, discharge, and agree not to sue ARC, its parent company and any subsidiaries and all its respective agents, affiliates, associates, officers, directors, owners, and employees (collectively "Releasees") from any and all liability, claims, damages, causes of action, obligations, suits, demands, costs, expenses, or losses of any kind from any bodily injury, illness, death, economic loss, or property damage caused or alleged to be caused in whole or in part by Releasees or any other party's actions, inactions, or otherwise, while on and about the premises. Specifically, and without limitation, I hereby release the Releasees from any liability, claim, or cause of action arising out of the Releasees' negligence, including gross negligence. This is a complete and irrevocable release and waiver of liability. I further agree that Releasees shall not be liable for any loss or theft of personal property, and acknowledge that it is my responsibility to ensure the security of my child's belongings.

3. Indemnification and Hold Harmless. I agree to indemnify, defend, and hold Releasees harmless as to any and all claims, damages, causes of action, obligations, suits, demands, costs, expenses, or losses of any kind, including but not limited to attorneys' fees, arising out of my use or any family member's use of ARC's facilities or services, as more fully described above, or which may result from another person's use of ARC Camp. I also agree to indemnify Releasees from any and all third party claims caused in whole or in part by my actions.

4. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to my child as ARC may deem appropriate. I will be responsible for payment of any and all medical care and transportation provided. This waiver, release of liability and indemnification extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

5. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the state of North Carolina. If any provision or portion of this Waiver, Release, and Indemnity Agreement is held invalid, I agree that the balance shall still continue in full legal force and effect.

6. I certify that my child is in sufficient physical condition and health to engage in physical activity, and that I have disclosed all the physical and mental limitations related to participating in ARC Camp activities on this form. I acknowledge that my child must be of average mobility and strength and in reasonably good health to participate in these activities. If ARC determines that any of my representations about my child's health or abilities are untrue or misstated, or if my child seriously misbehaves or refuses to follow instructions, ARC may, in its sole discretion, remove my child from the program upon notifying me, and I will not be entitled to any refund for the week.

7. I hereby grant full permission to use any photo-graphs or video of my child taken during participating in ARC camp for any purpose in promoting activities at ARC and/or any of the Releasees. I agree that I will not, nor will I allow any child under my control to climb, play or otherwise use ARC facilities while not an authorized participant.

I, the undersigned parent or legal guardian of the child named below, have read the Waiver, Release, and Indemnity Agreement in full and voluntarily agree to its terms on behalf of my child and myself. I acknowledge and agree that no oral representations, statements or inducements apart from this written Agreement have been made. I understand that by signing below, I am giving up substantial rights on behalf of my child and myself.

Parent/Legal Guardian

Signed: _____

Name (Printed): _____

Date: _____



Camp Dates:

- June 25th-29th
- July 9th-13th *Teen Academy
- July 16th-20th
- July 23rd-27th *Teen Academy
- August 6th-10th

*Teen Academy weeks are for high school players only!

Camp runs from 8:30am-4:00pm Mon-Fri

Schedule:

- ◆ 8:30- Drop off/check in
- ◆ 9:00-10:00- Fitness and warm up
- ◆ 10:00-12:30- Tennis drills
- ◆ 12:30-1:00- Lunch (provided)
- ◆ 1:00-3:00- Point/match play
- ◆ 3:00-4:00- Pool time

Rainy day plans will include tennis indoors, classroom time and coaching, viewing professional matches with analysis.

Camp Fees:

ARC Member: \$395.00/week

Non-member: \$445.00/week

(Camp fee includes camp t-shirt and lunch each day.)



Brand New for 2018!



Our first ever ARC High Level Junior Academy Tennis Camp is going to be geared towards the serious junior tennis player that wants to take their game to the next level. Our ARC tennis pros and college players will be working with your child to really challenge them and enhance their tennis playing techniques and capabilities. This camp will only have 25 spots available each week, and the players will be in groups of 6 at most. Groups will be decided based on their playing level, which will be determined on day 1 during evaluations. All drilling and match play will be done within that group, with opportunities throughout the week to challenge UP!

Again, space is limited, so please don't hesitate to sign up!



ARC High Level Junior Academy 2018

Camp Registration

Full Name _____

Age _____

Address _____

City _____ State _____

Zip Code _____

Parent(s) Name(s) _____

Parent(s) Email _____

Parent(s) Phone Number(s) _____

Member Y _____ N _____

Please check the week your child will be attending:

June 25-29

July 9-13 *Teen Academy

July 16-20

July 23-27 *Teen Academy

August 6-10

Full payment will be required at time of camp registration.

You may turn in your registration form and waiver at the front desk, or mail it and your payment together to:

200 Racquet Club Road

Asheville, NC 28803