



ELITEAM

RELEASE AND HOLD HARMLESS AGREEMENT

I, the undersigned, for myself and as the parent/guardian of the ELITEAM participant (herein "the athlete") hereby acknowledge and agree that the sports and activities in which ELITEAM participants including the athlete engage are inherently dangerous, and in participating in such sports and activities ELITEAM participants including the athlete risk bodily injury, including, but not limited to, head injuries, fractures, sprains, paralysis, dismemberment and death. The activities which present these inherent dangers include, but are not limited to, mountain biking, ropes course, rock climbing wall, ski specific training, hiking, running, soccer, camping, cooking, dance, swimming, yoga and other sports and activities. I agree that the dangers inherent in these activities include, but are not limited to, the possibility of falls, burns, rope burns, collisions, the presence of obstacles both manmade and natural, including, but not limited to, trees, slalom gates, branches, rocks, stumps, and underbrush. I recognize the danger in these and other activities and I agree that the athlete assumes all risks of injuries including serious injuries resulting from his/her participation in these ELITEAM sports, activities and events. Further, I, for myself and for the athlete, agree to release, hold harmless and forever discharge ELITEAM, LLC, Douglas Lewis, Kelley Lewis, and any ELITEAM employee, teacher, coach, counselor, or volunteer, including in their individual capacities, (herein ELITEAM) from any claims or causes of action for any reason including, but not limited to, claims of negligence, which may arise because of any personal injury to the ELITEAM participant or death of the athlete or property damage while in attendance at or enrolled in ELITEAM and from any and all claims, demands, liability, right or causes of action of whatever kind or nature including, but not limited to negligence, which I may have or the athlete may have, arising from or in any way connected with, any injuries, losses, damages, or suffering which the athlete might sustain as a result of his/her participation in ELITEAM Camps.

I acknowledge that this agreement constitutes a binding promise and a covenant on my part to fully discharge ELITEAM from any and all claims, including claims of negligence for injuries or loss resulting to the athlete. I further agree to indemnify and hold harmless ELITEAM for any costs, expenses and attorney fees resulting from claims brought by or on behalf of the athlete for injuries or damages allegedly sustained by the athlete while attending ELITEAM or claims against ELITEAM relating to or resulting from the athlete's behavior, conduct or actions. I agree that this document, including the Release and Hold Harmless Agreement shall be admissible in any court as a binding legal agreement between me individually and as parent or guardian of the athlete and ELITEAM. I acknowledge and agree that if a court determines that part of this document is inadmissible, that the remaining paragraphs shall remain in full force and effect. I agree that should any suit be brought against ELITEAM, LLC, Douglas Lewis, Kelley Lewis, or any ELITEAM employee, teacher, coach, trainer, counselor or volunteer, including in their individual capacities, that jurisdiction and venue shall only be proper in the Vermont Superior Court or the Vermont District Court. To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on the minor (the athlete) as well as on myself. I have carefully read and understand this agreement.

Parent/Guardian Signature- _____ Date: _____



ELITEAM

PHOTO/VIDEO/FILM RELEASE

I, as the parent or guardian of the child being registered, (herein referred to as the "camper") hereby grant Eliteam, LLC (herein referred to as "Eliteam") the right to videotape, film and photograph the camper and to record his/her voice, and use this recording and other reproductions of their physical likeness in connection with Eliteam and in other production and promotional work.

I hereby grant Eliteam LLC, its successors, assigns and licensees the perpetual right to use all still and motion pictures and sound track recordings and records which Eliteam may take of the camper or of the camper's voice, and the right to use his/her name or likeness in or in connection with the exhibition, advertising, exploiting and/or publicizing of the production and Eliteam. I further grant the right to reproduce in any manner whatsoever any recordings including all instrumental, musical, or other sound effects produced by the camper, in connection with the production and/or post-production of the filming, videotaping or photo shoot.

As the camper's parent or guardian, I agree that I will not assert or maintain against Eliteam LLC, its successors, assigns and licensees, any claim, action, suit or demand of any kind or nature whatsoever, including but not limited to those grounded upon invasion of privacy, rights of publicity or other civil rights, or for any reason in connection with the authorized use of the camper's physical likeness and sound in the production as herein provided.

I hereby consent for all purposes to the sale, reproduction, and/or use of video, and/or film, and/or photographs (with or without the use of the camper's name) by ELITEAM, LLC and any nominee or designee (including any agency, client, or periodical) in all forms and media in all manners, including advertising, trade, display, editorial, art, and exhibition.

I release the photographer, videographer, ELITEAM, LLC and nominee or designee from liability for any violation of any personal or proprietary right I may have in connection with such sale, reproduction, or use.

I hereby certify and represent that I am the parent or guardian of the camper and have read the foregoing and fully understand the meaning and effect thereof.

Parent/Guardian Signature: _____

Date: _____