



# CAMP PARTICIPATION AGREEMENT



Athlete Name \_\_\_\_\_

Responsible Party Name \_\_\_\_\_  
Parent/Legal Guardian

This Camp Agreement ("Agreement") is between Champion's Quest, Inc. ("CQ") and the Responsible Party for Camp participation for the benefit of the Athlete named herein.

1. Nature of Camp. Camp includes individual or group training and coaching provided by CQ trainers and coaches ("Training"). This Agreement confers the sole right to attend and participate in Camp purchased from, and offered by, CQ. Availability of Camp may be limited due to enrollment of other athletes or qualification requirements.
2. Camp Fee. As a condition of Athlete's enrollment in Camp, Responsible Party shall pay a Camp Fee to CQ as described on the Camp Registration Form. The amount, manner and time of payment of such fee shall be established by CQ and may be changed from time to time. **NO PORTION OF THE CAMP FEE IS REFUNDABLE. CAMP SESSION CANNOT BE SPLIT BETWEEN WEEKS.**
3. Agreement Term. This Agreement shall be effective until terminated or replaced by a new agreement between the Parties.
4. Payment. Camp Fee is due and payable in advance. For declined charges and returned checks there is a fee of \$25.00.
5. Cancellation & Rescheduling. CQ may cancel or reschedule any Camp at any time.
6. Facilities/Access Facility Privileges. This Agreement confers the sole right for the Athlete to attend Camp offered by CQ personnel. Use of CQ Facilities for Athlete are limited to Camp during with time that the Athlete is actively attending Camp.
7. Resale of Camp. Responsible Party or Athlete may not sell or otherwise transfer their Camp to another party without the prior express written approval of CQ. Approved transfer or shared camp is subject to additional fees.
8. Waiver and Release, and Assumption of Risk.
  - a. Assumption of Risk. Responsible Party and Athlete understand that fitness activities, especially strength and aerobic training, can lead to serious physical injuries or death. Responsible Party and Athlete acknowledge and agree that they are solely responsible for the safe and responsible use of CQ facilities, whether or not supervised by a CQ representative. Responsible Party and Athlete hereby expressly assume all risks that Athlete, or his/her guests may suffer as a result of the use of CQ's facilities or equipment, or participation in CQ activities. Responsible Party and Athlete further acknowledge that Athlete should consult with his/her physician to determine the appropriateness of a strength and/or aerobic training program. Responsible Party and Athlete acknowledge that CQ personnel have no expertise in diagnosing, examining, treating or evaluating any medical condition.
  - b. Waiver and Release. Responsible Party and Athlete agree on behalf of themselves, their guests, heirs, representatives, successors and assigns ("Member Parties") that CQ including its owners, partners, members, directors, officers, employees and agents ("CQ Parties") will I not be liable for any damages, death, claims or causes of action, resulting from the use of CQ Facilities, premises or equipment, and/or participation in CQ events- Member Parties agree to release and discharge CQ for all claims or causes of action arising out of CQ's negligence including, without limitation, injuries or death that may occur as a result of (a) Member Parties' use of the facilities or equipment; (b) any improper maintenance of facilities or equipment and/or equipment that may break or malfunction; (c) any lack of supervision and/or instruction; (d) incidents occurring inside the building and/or the neighboring parking locations; and (e) first aid, emergency treatment or any other services which are negligently rendered or failed to be rendered by CQ Parties, or any prevention of any Good Samaritan from rendering first aid.

MEMBER PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY, GIVING RISE TO THE LOSS OF THE RIGHT TO PURSUE A LEGAL ACTION.

9. Rules and Regulations. The Athlete agrees to comply will all facility rules and regulations. CQ may from time to time adopt rules, regulations or policies amending or supplementing those contained in this Agreement, and all members will be obligated to comply with such rules, regulations or policies. If new or amended rules or regulations are adopted, they will be published as "Rules and Regulations " unless they are of such a nature that publication would be inefficient or inappropriate, in which case notice shall be posted or members shall be otherwise advised of the amendment or supplement to the Rules and Regulations as necessary.
10. Other Agreements. CQ uses other agreements for programs and such agreements contain additional terms and conditions. If a conflict exists between the terms of this Agreement and other CQ agreements executed by the Responsible Party, The Membership Agreement and Group and Private Classes Agreement will prevail over this Agreement and the Private Training Agreement will prevail over all other CQ agreements but only in the event of a conflict in terms and conditions.

If any provision of this Agreement or any supplement hereto is ruled invalid or unenforceable as applied to any person or circumstance, all other provisions of this Agreement shall remain valid and enforceable as applied to all other persons and circumstances.

Modifications or additions to the preprinted terms of this agreement, other than the completion of existing blanks, are unauthorized and will not be honored by CQ

Agreed and Accepted:

**Responsible Party:**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Membership/CQ ID # \_\_\_\_\_