

DUKE MINORS PROGRAM PARTICIPATION AGREEMENT

Program Name and Dates: _____ (“**Program**”)

Participant Name: _____ (“**Participant**”)

Parent or Legal Guardian Name: _____ (“**Parent/Legal Guardian**”)

This Participation Agreement (the “**Agreement**”), effective as of the date of signature by the Parent/Legal Guardian, is entered into by and between Duke Soccer Camp and Parent/Legal Guardian.

This Agreement must also be signed by the Participant, which signature reflects that the Parent/Legal Guardian and Participant have reviewed the Agreement and all materials linked to this Agreement; that the Parent/Legal Guardian has discussed the Program in detail with the Participant and has explained to the Participant that the Program may have risks and that Participant’s participation is voluntary; and that the Participant understands and agrees to all of the terms of this Agreement and all materials linked to this Agreement, including but not limited to the behavioral expectations.

1. Voluntary Participation; Program Description

- (a) In return for and as a condition of Duke Soccer Camp providing to Participant the opportunity to participate in the Program, Parent/Legal Guardian hereby voluntarily agrees to allow the Participant to participate in the Program and agrees to the terms and conditions set forth in this Agreement.
- (b) Parent/Legal Guardian agrees that Parent/Legal Guardian has fully read, understands, and agrees to this Agreement; the Description of Risks (“**Description of Risks**”) set forth below; and any other materials provided by Duke Soccer Camp regarding the Program. Parent/Legal Guardian agrees that Parent/Legal Guardian has discussed the Program in detail with the Participant.
- (c) During this soccer Program, Participants will participate in running, kicking, throwing, blocking, sliding, drills, scrimmaging, and other similar activities. Participants will use Duke University “Duke” dining areas, soccer fields, media room, and locker rooms. Participants may also participate in weightlifting and strength and conditioning exercises.

Soccer is a high-risk contact sport. Risks include, but are not limited to being hit by a ball or other players; colliding with Participants, instructors, counselors, other staff, spectators, facilities, or equipment; injuries resulting from actions of Participants, instructors, counselors, other staff, spectators, and/or people. Such risks can lead to injuries including, but not limited to, serious head, neck, and spinal injuries and serious injury to internal organs, bones, joints, ligaments, muscles, tendons, and other parts of Participant’s body that may result in permanent disability or death. Additional risks include injuries from dehydration and exposure to weather elements such as sun, lightning, and other hazardous conditions; variation of the terrain and other natural or man-made hazards; fatigue or exhaustion.

- (d) Duke Soccer Camp and Duke University are continuing to monitor the situation with Covid-19. Participation in the Program could increase the Participant’s risk of contracting Covid-19. Covid-19 guidance for youth sports can change over time. Masks will not be required for outdoor sports while Participants are on the field, court training, or competing. Participants who are fully vaccinated are not currently required to wear masks indoors. The situation remains fluid and Duke Soccer Camp, Duke, Durham, and/or the State of North Carolina could change requirements (such as reinstating an indoor mask mandate) at any time. Participants should have a mask available at all times in case it is needed.
- (e) Duke reserves the right, in its sole discretion, to add, modify, or remove elements of the Program or cancel the Program.
- (f) Duke Soccer Camp may change or update the behavioral requirements linked above as well as other relevant policies. If that happens prior to or during the Program, Duke Soccer Camp will notify Parent/Legal Guardian of such updates via email. Such updates will take effect immediately and will apply to Participant’s continued participation in the Program. The continued participation by Participant in the Program will reflect that Parent/Guardian has read, understood, and agreed to any such updates.

2. Behavioral Requirements; Duke Policies; Dismissal from the Program

- (a) Parent/Legal Guardian understands and agrees that (i) Participant must comply with all behavioral requirements established by the Program; (ii) Participant must comply with all Covid-related guidance established by the Program, as the same may change from time to time; (iii) Participant must in all cases and at all times act with a high regard for the health and safety of Participant and others; and (iv) Participant must follow and not deviate from all the directions and procedures communicated to Participant by those operating the Program.
- (b) Parent/Legal Guardian acknowledges and understands that Participant is subject to and must comply with all Duke Soccer Camp and Duke policies, rules, and regulations, applicable to the Program, as they now exist or are later amended, including without limitation the policies that may be referenced in the Description of Risks and related Program materials.
- (c) Duke Soccer Camp may dismiss a Participant from the Program if Duke Soccer Camp determines, in its sole discretion, that
 - Participant has not complied with the behavioral requirements for the Program
 - Participant has not complied with the Covid-related guidance established by the Program
 - Participant has violated a law
 - Participant has violated any Program policy, any applicable Duke Soccer Camp or Duke policy, or any relevant third party policy
 - Continued participation by Participant in the Program poses a risk to the health, safety, or welfare of the Participant or others
 - Continued participation by Participant in the Program will materially disrupt the Program.
- (d) If Duke Soccer Camp dismisses Participant from the Program, Duke Soccer Camp will inform Parent/Legal Guardian of the decision. If Parent/Legal Guardian is unavailable, Duke Soccer Camp will inform an emergency contact, as designated by Parent/Legal Guardian on the required medical form. Once Duke Soccer Camp notifies the Parent/Legal Guardian or an emergency contact that Duke Soccer Camp has dismissed Participant from the Program, the applicable person must pick up Participant and remove them from the Program as soon as possible and no later than within 24 hours.
- (e) In the event Participant tests positive for Covid-19 while at the Program, Duke Soccer Camp will inform Parent/Legal Guardian. If Parent/Legal Guardian is unavailable, Duke Soccer Camp will inform an emergency contact, as designated by Parent/Legal Guardian on the required medical forms. Once Duke Soccer Camp notifies the Parent/Legal Guardian or an emergency contact that Participant has tested positive for Covid-19, the applicable person must pick up Participant and remove them from the Program within 24 hours.

3. Reasonable Accommodations; Insurance

- (a) Parent/Legal Guardian has read, understands, and acknowledges the requirements of the Program and represents that Participant is able to meet those requirements. Further, Parent/Legal Guardian understands that, if at any point, Duke Soccer Camp determines based on an individualized assessment that Participant is unable to meet the requirements, with or without accommodations, Duke Soccer Camp may remove the Participant from the Program.
- (b) Duke has a reasonable accommodations process through which Parent/Legal Guardian can request disability accommodations on behalf of Participant. We encourage Parent/aLegal Guardian to discuss with the Program Director, as early as possible, any potential concerns or modifications that they may need to request for the Participant. Please contact Duke Soccer Camp at dukesoccercamps@gmail.com with any questions or for further discussion.
- (c) Parent/Legal Guardian understands and agrees that Parent/Legal Guardian will bear all financial responsibility for any medical treatment Participant might require while participating in the Program. Parent/Legal Guardian agrees to maintain throughout the Program a comprehensive U.S.-based medical insurance policy that covers the Participant for injuries and illnesses that the Participant may sustain or experience while participating in the Program.

4. Use of Photographs, Recordings, and Participant Work

Parent/Legal Guardian gives permission and consent to allow photographs and video and audio recordings to be taken of Participant during the Program. Parent/Legal Guardian further gives permission and agrees that (i) photographs or video or audio recordings of Participant taken during the program, and (ii) writings and other Participant work produced during the Program, may be used in perpetuity in Duke Soccer Camp and Duke products, publications, web sites, and/or social media channels. Parent/Legal Guardian releases and discharges the Duke Soccer Camp and Duke from any and all claims and demands arising out of or in connection with the use of Participant's likeness, voice or writings.

5. Health Information; Medication Management

Program requires the completion of a Health Form. Participants in residential programs must also complete a Covid-19 Vaccination Verification Form. These forms are attached hereto and incorporated herein by reference. These completed forms will be held by appropriate Program personnel. These forms must be completed within the timelines required by the Program. If such form is not completed prior to the start of the Program, Duke Soccer Camp in its sole discretion, may determine that the Participant will not be allowed to attend the Program.

Participants in residential programs must have a negative Covid-19 test (PCR) within 72 hours prior to arrival on campus, and will be required to show documentation during the check-in process.

Except as otherwise provided in the Health Form, Participants are not allowed to hold any medication during the Program.

6. CONSENT TO HEALTH CARE FOR MINOR

- a) Parent/Legal Guardian authorizes the Program staff to seek medical treatment for the Participant as they see necessary at Duke Student Health, Duke University Medical Center, or another nearby (Duke or non-Duke) facility. Parent/Legal Guardian understands that whenever possible, the Program staff will make a good faith effort to contact Parent/Legal Guardian before seeking treatment. If this is not possible, Parent/Legal Guardian understands that they will be notified by the Program staff as soon as possible of any and all diagnoses and treatments.
- b) Parent/Legal Guardian consents to any x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital care subsequently deemed necessary by a licensed health care provider during the participant's session. Parent/Legal Guardian understands that this authorization is given in advance of any specific diagnosis, treatment or hospital care, and that it is given to provide the Program staff authority to seek medical treatment, and to provide a licensed health care provider the authority to administer this treatment as s/he judges necessary to the Participant.
- c) Parent/Legal Guardian consents to testing for Covid-19, including but not limited to the use of rapid antigen testing, if deemed appropriate by the Program.
- d) Parent/Legal Guardian accepts responsibility for payment of all services rendered; Parent/Legal Guardian authorizes any medical facility which renders services to release medical information necessary for the processing of insurance claims; and Parent/Legal Guardian authorizes the payment of insurance claims directly to the medical facility.

7. ASSUMPTION OF RISK; RELEASE AND WAIVER OF LIABILITY

- (a) The Program may involve risks to health and safety, including but not limited to those described in the Description of Risks. Parent/Legal Guardian agrees to accept and assume all present and future risks, known or unknown and whether described in the Description of Risks or not, to Participant's health and safety that may arise from or be caused by Participant's participation in the Program. Parent/Legal Guardian agrees that Parent/Legal Guardian has explained these risks to the Participant.
- (b) In return for and as a condition of Duke Soccer Camp providing Participant with the opportunity to participate in the Program, and having read and understood this Agreement, including this Release and Waiver of Liability, Parent/Legal Guardian hereby agrees to the following:
 - A. **TO RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Duke Soccer Camp or Duke University, any affiliates, trustees, officers, employees or agents of Duke Soccer Camp or Duke, and all other persons or entities involved in the Program (hereinafter referred to as "**Releasees**"), (i) for any liability, claim, and/or cause of action arising out of or related to any loss, damage, injury, illness, or harm of any sort, including injury, illness, or death, that may be sustained by Participant and (ii) for loss of or damage to any property belonging

to Participant and/or Parent/Legal Guardian; and that occurs (A) as a result of participation in the Program (including during travel to and from the Program site); (B) as a result of exposure or possible exposure to Covid-19 or any actual, alleged, or threatened infectious, pathogenic, toxic, or other harmful properties of any organic pathogen (including during travel to and from the Program site); (C) as a result of any emergency evacuation facilitated by Duke Soccer Camp; and/or (D) as the result of any medical care Participant receives while participating in the Program, including any medical care authorized or procured by Duke Soccer Camp.

- B. The release, waiver, discharge, and covenant not to sue as expressed in this waiver and release is given pursuant to the Uniform Contribution Among Tortfeasors Act, North Carolina General Statutes Section 1B et seq. It is the intention of Participant and Parent/Legal Guardian to both release any and all claims against Releasees and to relieve Releasees from any liability to make contribution to other tortfeasors on account of any claims.
- C. If Participant deviates from any aspect of the Program and engages in a personal activity that is not part of the Program, such deviation is purely voluntary and Releasees shall not be liable for any injuries resulting or arising out of such deviation.

8. Governing Law

The laws of the State of North Carolina, without regard to principles of conflicts of laws, govern this Agreement. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in any Durham-based court of the State of North Carolina or the federal court for the Middle District of North Carolina.

PARENT/LEGAL GUARDIAN:

Print name: _____

Signature: _____

Date: _____

I am the Parent/Legal Guardian of the above-named Participant. I certify that, before signing this Agreement, I have obtained written permission from any person who is otherwise legally entitled to custody of the Participant during the Program, to the effect that the Participant may fully participate in the Program.

PARTICIPANT:

Print name: _____

Signature: _____

Date: _____

My Parent/Legal Guardian has reviewed this Agreement with me and has explained that the Program may have risks and that my participation is voluntary. I understand and agree to all of the terms of this Agreement, including, but not limited to, the behavioral expectations.