

D.Camp Terms & Conditions/Waiver & Release of Liability

READ BEFORE SIGNING

By signing below, I (Parent/Guardian of Participant and Participant) agree to the following terms and conditions of participating in Design Camp provided by Integral Design LLC (“d.camp”).

1. **Medical Condition & Authorization.** I certify that the named Participant is physically able to participate in d.camp and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such a program. I give permission for Participant to receive emergency medical or surgical treatment and hospitalization if necessary. I hereby authorize directors, coaches, staff and associates of d.camp to act on my behalf according in any emergency requiring medical or surgical treatment and hospitalization if necessary.

2. **Financial Responsibility & Insurance.** I will be financially responsible for any medical attention needed during d.camp or resulting from an injury received at d.camp. I represent that I have provided and maintain adequate health and medical insurance coverage for Participant covering any and all activities related to the d.camp. My medical insurance shall be the insurance coverage for any medical treatment. I also understand and agree that d.camp shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury to the named Participant may suffer during d.camp participation or related activities.

3. **Compliance with Camp Rules.** Participant understands and agrees to comply with all of the d.camp rules, policies and stated and customary terms, conditions or requirements for participation (Camp Rules) including any rules or conditions of any hotel or transportation service provider in which participant uses during the Camp. I agree that if you observe any unusual or significant concern in Participant’s readiness for participation in d.camp or participant’s failure or unwillingness to comply with the d.camp Rules, you may, at your sole discretion, will remove participant from the participation and immediately inform the nearest d.camp official. Also, I hereby release and forever discharge Integral Design from any and all claims, actions, damages, or liabilities (including attorneys' fees and costs), arising from or related to any acts, actions, failures to act by Participant or Participant's disregard or failure to follow d.camp Rules.

4. **Assumption of Risk of d.camp Activities.** I understand the risk of injury to Participant from the activities involved in d.camp is present, including the potential for serious injury or permanent disability. The term “Camp Activities” may include but is not limited to: travel to and from d.camp, individual and group activities, working with tools, riding bicycles, and activities at third party facilities at which a camp activity or function is conducted. While the particular d.camp rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence Integral Design, and its Coaches, Staff, Camp Management, and Directors and I assume full responsibility for participation in d.camp by Participant.

5. **Release & Hold Harmless.** I for myself and on behalf of Participant hereby release and hold harmless Integral Design, and its Coaches, Staff, Camp Management, Directors, Sponsors, Representatives, volunteers and if applicable the owners and lessors of the premises used to conduct the Camp (Releasees) with respect to any and all injury, disability, death or loss or damage to person or property incident to participant’s involvement or participation in any and all Camp activities whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

6. **Indemnity.** I, for myself and on behalf of Participant, hereby indemnify and hold all of the above Releasees from any and all liabilities incident to Participant’s involvement or participation in any and all d.camp activities whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

7. Payment: Registration must be paid in full prior to attending Camp.

8. Cancellation Policy: If you must cancel your registration to d.camp of if the Participant is unable to attend or participate, no refunds will be given after June 10th, 2016.

9. Publicity: I, on behalf of myself and Participant, hereby give d.camp the right, license, and permission under all relevant rights (including copyright, likeness, moral rights, etc.) to create derivative works of and use, copy, distribute, perform, publicly display, broadcast, and otherwise fully exploit videotape recordings of Participant and/or photographs of Participant and any derivative works thereof (including any voice recordings and still photographs contained therein).

10. Limitation of Liability: I agree and understand that the total liability of d.camp, its affiliates, directors, officers, employees, and agents in connection with this agreement shall not exceed 100% of the compensation received by d.camp from me pertaining to Participant. Furthermore, I agree and understand that d.camp, its affiliates, directors, officers, employee, and agents will not be held liable for any indirect, consequential or incidental damages, regardless of whether d.camp was informed of the foreseeability of any such damages. The parties agree and acknowledge this Section of the Agreement is a material part of the consideration for the Agreement.

11. Severability. In the event that any provision of these Terms and Conditions, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful or unenforceable, the remainder of these Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

12. Governing Law & Jurisdiction. These Terms and Conditions will be governed by the law of the state of California, without regard to its principles of conflicts of laws. I agree that any action brought under these Terms and Conditions shall be brought in the federal or state courts of California, to whose jurisdiction the parties hereby irrevocably submit. In the event either party commences an action under these Terms and Conditions, the prevailing party shall be entitled to reasonable attorneys fees and costs.

I ON BEHALF OF MYSELF AND PARTICIPANT HAVE READ THESE CAMP TERMS & CONDITIONS AND WAIVER & RELEASE OF LIABILITY, FULLY UNDERSTAND THE LANGUAGE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name (Parent or Legal Guardian): _____

Signature: _____ Date: _____

D.Camp Participant Name: _____

D. camp rules/expectations - Summer 2016

The following regulations and expectations apply to all camp participants.
Violations may result in dismissal from the camp.

1. Disruptive conduct will not be tolerated.
2. Safety is important for this camp. All tools (some are sharp) must be properly handled and used with care.
3. You may not leave the campus without the permission of the Camp Director.
4. Loud music or disruptive phone texting/calls will not be tolerated.
5. No alcoholic beverages or illegal substances are permitted while attending the camp.

We are not able to give a participant any type of medication, even over-the-counter. If your child will need any type of medication while they are at camp, please send it with them during the day under their own control. D.camp will not be involved in any administration of medication. In addition, if your child gets sick during camp and we call you, please have someone designated to come and pick them up if you will not be able to do so during camp hours.

Parent/Guardian Signature: _____ Date: _____

Emergency Contact/Phone

Name: _____ Phone: _____