Excelsior New York PDP Waiver and Release of Liability Form

I hereby give my permission for my child(ren) to participate in the Excelsior New York (the "Club") Player Development Program (the "PDP").

Participation in any program which involves physical activity exposes the participant to certain risks and dangers. Accidents and injuries are always a possibility, and it is impossible to foresee and protect the participant from all conceivable dangers.

I hereby affirm that my child(ren) has/have no conditions that would make it unsafe for him/her/them to participate in the clinics program(s) selected.

I understand that the Club may exclude my child(ren) from the PDP in the event that I or my child(ren) fail to abide by the Club's health and safety protocols, disrupt, impede or interfere with the operations of the PDP, or threaten the health, safety or welfare of other participants or PDP staff, and that no refund of any fees will be made in such circumstances.

Medical Consent: I understand that the Club will make every effort to contact me in the case of an emergency. I give my permission for the Club to administer any medications needed and to provide and arrange for and consent to any necessary medical treatment for my child(ren) while at the PDP, including onsite and offsite emergency care. I accept responsibility for the costs of all such medical treatment.

___I accept ____I decline medical care for my child(ren)

Photography Release: In consideration of child(ren)'s participation at the PDP, and without any further consideration from the Club, I hereby grant permission to the Club, staff and affiliates to utilize my child(ren)'s appearance, performance or voice in any and all manner and media throughout the world for the purpose of promotion, reporting or publication. The Club may use my child(ren)'s, likeness, voice and biographical material in connection with publication, promotion, exhibition and distribution of such material. I understand that no royalty, fee or any other compensation of any kind shall become payable to me by reason of such release and use of any photograph.

___I accept ___I decline photography release for my child(ren)

By signing this Waiver and Release of Liability, with full appreciation of the risk involved, on my own behalf and on behalf of my child(ren), I hereby voluntarily release and forever discharge the Club, its trustees, officers, employees, agents, insurers and contractors from any and all legal or financial 101267\000002\4832-2818-1959.v1 responsibility for any personal injury, disability, illness, damage, medical expense or death, arising from or related to my child(ren)'s participation in the PDP. I agree, for myself and my child(ren), not to make any type of legal or equitable claim on the Club, or any of its trustees, officers, employees, agents, insurers or contractors with respect to any injury I or my child(ren) may suffer, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with the Club, including other campers. I further agree that if any such claim is made, I will indemnify and defend the Club with respect to any such claim, injury or damage.

Name of Participants(s)/Age(s): _____

Signature of Parent/Legal Guardian: _____

Date: _____

Parent/Legal Guardian Full Name: _____