

In consideration for permitting \_\_\_\_\_, a minor (the

"Participant"), to participate in the Jaycees Junior Golf Program ("Program"), the Chillicothe Junior Chamber of Commerce, its co-sponsors, affiliates, officers, directors, members, agents, employees, or representatives ("Jaycees"), and the parent and/or guardian, on behalf of himself/herself and on behalf of the Participant, acknowledge and agree to the following terms of this participant agreement ("Agreement") effective as of the date set forth below.

1. RISK FACTORS. That the parent and/or guardian, on behalf of himself/herself and on behalf of the Participant, understands and acknowledges that the use of equipment, facilities and services provided for the Program involves risks including, but not limited to, the RISK OF PROPERTY DAMAGE, SEVERE BODILY INJURY, DISABILITY, AND POSSIBLE DEATH, which risks may result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency medical care.

2. ASSUMPTION OF RISK. That the parent and/or guardian, on behalf of himself/herself and on behalf of the minor, ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE, including, but not limited to, those RISK FACTORS stated in Section 1 above. Further, that the parent and/or guardian, on behalf of himself/herself and on behalf of the Participant, assumes FULL RESPONSIBILITY FOR ANY RISKS, and he/she guardian recognizes and understands that such risks and dangers may be caused by the negligent actions or negligent failure to act of the Jaycees and others, including other Program participants. All of the risks and dangers associated with participating in the Program may not be foreseeable at this time and those risks and dangers are assumed notwithstanding.

Items 1-2: (Parent/Guardian Initials) \_\_\_\_\_  
3. RELEASE. The parent and/or guardian, on behalf of himself/herself and on behalf of the Participant, RELEASES and DISCHARGES the Jaycees and agrees NOT TO SUE the Jaycees on account of or in conjunction with any and all claims, causes of action, liabilities, injuries, losses, damages and/or expenses arising out of the Program, including any claims based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the Jaycees.

4. WAIVER. The parent and/or guardian, on behalf of himself/herself and on behalf of the Participant, waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned parent and/or guardian, on behalf of himself/herself and on behalf of the Participant, is releasing unknown future claims of the parent and/or guardian and of the Participant.

5. INDEMNIFY AND DEFEND. The parent and/or guardian, on behalf of himself/herself and on behalf of the Participant, agrees to INDEMNIFY AND DEFEND the Jaycees, and hold them harmless from and against any or all claims, causes of action, damage judgments, costs or expenses, including reasonable attorney fees, which may arise from the Participant's participation in the Program or this Agreement, including but not limited to damages to or destruction of any property of the Jaycees, of any others, injury or death of the Participant or other Program participants, or any liability arising from the act or negligent act of the Jaycees, the undersigned parent and/or guardian, or anyone else.

Items 3-5: (Parent/Guardian Initials) \_\_\_\_\_  
6. EMERGENCY TREATMENT CONSENT. The parent and/or guardian consents to allow the Jaycees to obtain medical for the Participant in a medical emergency where the parent and/or guardian is unavailable or unable to consent to such treatment for the Participant.

7. SEVERABILITY. If any court or legal authority declares any term or provision of this Agreement illegal, invalid or unenforceable for any reason, then all other terms or provisions of this Agreement shall remain in full force and effect.

8. CHOICE OF LAW/VENUE/JURISDICTION. The laws of the state of Ohio shall govern this Agreement, the construction of its terms, and the interpretation of rights and duties of the parties. Ross County, Ohio shall be the venue should any disputes arise under or in connection with this Agreement. The courts of the state of Ohio shall have jurisdiction over all matters arising under this Agreement.

9. MEDIATION. Prior to the initiation of any action or proceedings under this Agreement to resolve disputes between the parties, the parties shall make commercially reasonable efforts to resolve any disputes by means of mediation. Either party may commence mediation through private party.

10. BINDING ARBITRATION. If the dispute between the parties cannot be resolved via mediation as set forth above, the parties agree to arbitrate any and all disputes, controversies, or claims based on legally protected rights arising out of or relating to this Agreement, except for any claims that administrative agencies maintain exclusive jurisdiction, between Lessee and the Jaycees. Either party may initiate binding arbitration proceedings pursuant to the Commercial Arbitration Rules then in effect. The arbitration shall take place in Ross County, Ohio and shall apply Ohio law. The arbitration shall be conducted before one neutral arbitrator, whom the parties shall mutually select. The parties must select an attorney at law, who shall be skilled in the legal and business aspects of the subject matter of the dispute, as an arbitrator. If the parties cannot agree on an arbitrator, then each party shall select one arbitrator and those two arbitrators shall select the third arbitrator, who will serve as the panel chairperson, resulting in a three-member arbitration panel, which will hear and resolve the dispute. The decision or award of the arbitrator shall set forth the basis for the decision or award, and shall be final, non-appealable (to any court of competent jurisdiction) and binding upon the parties, and may be enforced and executed upon in any court having jurisdiction over the party against whom the enforcement of the decision or award is sought. The parties agree that the non-prevailing party shall pay all reasonable costs incurred and associated with the arbitration, including the prevailing party's reasonable attorneys' fees and expenses. The parent and/or guardian has read, understands, and voluntarily signs this Agreement that includes waiver, release of liability, and indemnity terms, and does so with the understanding that by doing so the parent/guardian relinquishes substantial rights. Further, the parent/guardian recognizes and agrees that he/she executes this Agreement on behalf of himself/herself, on behalf of the Participant, and on behalf of any respective personal representatives, executors, or heirs of the Participant or the parent/guardian.

\_\_\_\_\_  
Parent / Legal Guardian Signature

\_\_\_\_\_  
Date



**Sponsored By:**

**Ross County Golf Association**



**Tuesday, Wednesday, & Thursday  
June 20,21,22 & June 27,28,29 - 2017**



*Chillicothe Jaycee Golf Course*

*12100 Pleasant Valley Road*

*Chillicothe, OH 45601*

*740-775-7659*

## CAMP STAFF

The Chillicothe Jaycee Golf Course professional staff has over 25 years of teaching experience. Our professional staff has worked with all skill level of golfers from beginners to tour professionals.

- Chris Frey – Director of Golf

## JAYCEE GOLF COURSE FACILITIES

The Jaycee golf course was built in 1957. The 18 Hole championship golf course is one of the finest layouts in all of southern Ohio. The practice area features a full length driving range, practice chipping green and practice sand trap with a two-tiered practice putting green.

## CAMP FEES

The 2017 Junior Golf Camp is sponsored by the Ross County Golf Association. There are NO FEES to participate for any Junior boy or girl golfer ages 7-15 that **complete the registration form on or before the June 17<sup>th</sup>, 2017 Deadline.** **The 2017 Jaycee Junior Golf Camp WILL NOT ACCEPT WALK UP / DAY OF REGISTRATION OF JUNIOR GOLFERS.** Please complete and return the registration form in person to the Jaycee Golf Course clubhouse or scan and email the form to [chris@jayceegolfcourse.com](mailto:chris@jayceegolfcourse.com) . Thank you!

## CAMP SCHEDULE

Typical Daily Golf Camp Schedule:

9:10am – 9:25am - Camper Check In  
9:25am – 9:30am – Walk to Practice Range  
9:30am – 11:00am – Instruction  
11:00am – 11:25am – Lunch  
11:30am – 11:45am – Camper Pick Up

## EMERGENCY CONTACT INFORMATION

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Name

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Relationship to Golfer

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Address

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City/State/Zip

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Cell Phone

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Home Phone

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Email

**Golf Camp Participants are expected to arrive ON TIME and to be dressed to participate in an athletic activity. (Tennis Shoes & Athletic Apparel). NO OPEN TOE SHOES PERMITTED. Please bring a water bottle to stay hydrated and a HAT &/or SUNSCREEN is recommended to keep the sun off as much as possible. Campers that arrive PAST CHECK IN TIME will not be permitted to participate in that days golf camp. Please be on time!**

## GOLF CAMPER REGISTRATION

***PARENTS: Each registration and waiver statement must be by a parent or legal guardian. Registration must be returned in person or via email to [chris@jayceegolfcourse.com](mailto:chris@jayceegolfcourse.com) on or before the JUNE 17<sup>th</sup>, 2017 deadline. We will not accept any walk up / day of registration forms. On a separate paper please list any and all medical conditions we should be aware of. Camper registration WILL NOT BE ACCEPTED without a signed and ON TIME registration form.***

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***Junior Golf Camper Name***

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***Date of Birth***

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***Age***

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***Parents Name***

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***Home Phone***

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***Cell Phone***

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***Email Address***

***The Jaycee Golf Camp reserves the right to refuse acceptance of any golf camper registrant who in our judgment will neither benefit from nor contribute to the camp experience. We also reserve the right to dismiss from camp a junior who in our judgment is detrimental to the golf camp community.***