

WAIVER OF LIABILITY FOR ADMINISTERING EMERGENCY CARE TO CHILDREN WITH SEVERE ALLERGIES

This is a release and waiver of liability for administering emergency treatment to children with severe allergies (hereinafter, referred to as the "release"), by and between KPVA Elite Team and _____ who are the parent(s) and/or legal guardian(s) of _____ (Child's Name).

WHEREAS, KPVA Elite Team provides Volleyball training and instruction services for _____. (Child's Name)

WHEREAS, KPVA Elite Team has been requested by the Parent(s)/Legal Guardian(s) to administer emergency treatment (including the administration of epinephrine) to the child during certain emergency situations when the child has come in contact with an allergen and is in danger of anaphylaxis, as prescribed in writing on the child's "Authorization for Emergency Care of a Child with Severe Allergies Form" (hereinafter referred to as the "Authorization") all in accordance with and subject to KPVA Elite Team policy for administering emergency treatment to children with severe allergies.

NOW THEREFORE, in consideration of the agreements and covenants contained herein and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parent(s)/Legal Guardian(s) hereby release and forever discharge KPVA Elite Team and its employees or agents from any liability arising in law or equity as a result of KPVA Elite Team and its employees or agents administering epinephrine and providing other emergency care in conformance with the child's "Authorization," provided that KPVA Elite Team has used reasonable care in administering epinephrine and in providing other authorized care in accordance with the "Authorization."
2. This release shall be governed by the laws of the State of Illinois which is the location of the KPVA Elite Team facility in which the child is enrolled, excluding its choice of law provisions.
3. This release supersedes and replaces all prior negotiations and all agreements

proposed otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the "Authorization" (including any additional health care provider's instructions or clarifications), that is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.

4. The reference in this release to KPVA Elite Team shall include, its affiliates, successors, directors, officers, employees, and representatives. The term Parent(s)/Legal Guardian(s) shall include the dependents, heirs, executors, administrators, assigns and successors of each.

5. If one or more of the provisions of this release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of the release. This release shall not be constructed as if such invalid, illegal or enforceable provision has not been contained herein.

Parent(s)/Legal Guardian(s) Name (please print): _____

Relationship: _____

Signature: _____ Date: _____

Name (please print): _____

Relationship: _____

Signature: _____

Date: _____