

CAMP KIDWELL

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PARTICIPANT NAME: _____

SCHOOL/PROGRAM NAME: _____ PROGRAM DATE(S): _____

In consideration of participating in activities, such as but not limited to team building, challenge course/climbing structures, adventure based activities, swimming, games, horseback riding, boating, and other activities related to the Team Building and Adventure Activities at Camp Kidwell and for the good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Allegan County 4-H Clubs, DBA Camp Kidwell, and its owner, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, spouse, parents heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I acknowledge that participating in activities, such as but not limited to team building, challenge course/climbing structures, adventure based activities, swimming, games, boating, and other activities related to the Team Building and Adventure Activities at Camp Kidwell may involve risks such as walking, bending, twisting, pulling, lifting, running, jumping, swinging, increased heart or breath rates and/or physical contact with others and involves known and unanticipated risks which could result in physical and emotional injury, drowning paralysis or permanent disability, death, and property damage. Risks include, but are not limited to bumps, bruises, scrapes, broken bones, paralysis, death, loss of and or damage to personal property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I understand that I have the right and the responsibility to limit my participation in any activity that I believe will compromise my safety and agree to notify a Camp Kidwell employee if I have safety concerns. Camp Kidwell practices the "Choose Your Challenge" philosophy. This means, if I choose to physically participate in any of the activities, I voluntarily assume all risks associated with such participation.
3. I understand that Camp Kidwell staff has the right to deny my participation and that it is my responsibility as a Participant to follow the instructions, guidelines, and procedures established by the Facilitator(s). If, at any time, I do not understand or have not heard specific instructions given by the Facilitator(s), I realize that it is my responsibility to ask for clarification and/or assistance before any participation.
4. I state that I am not now under the influence of any chemical substance including alcohol, and that I will not be under the influence of any substance when participating in the challenge course program. I realize participating in Challenge Course/Climbing Structure/Adventure Bases Activities while under the influence of a substance would endanger others and myself.
5. I am aware that I may be photographed and/or videotaped during my participation and authorize such photographs and/or videotapes to be used by Camp Kidwell in training and/or promotional materials at any point in the future. I understand that my name will NOT be used and/or published in any way and that I will not receive compensation for the use of such photographs and/or videotapes.
6. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
7. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
8. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the cost of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the cost of - all risks that may be related, directly or indirectly, by any such condition.
9. In the event that I file lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
10. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I agree that if I am injured or my property is damaged during my participation in this activity, then I may be found by a court of law to have a waived my right to maintain a lawsuit against the parties being released on the basis of any claim of negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that cost of engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and agree to be bound by its terms.

Participant Signature _____ Printed Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Email _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Minor participant should complete and sign above AND Legal Guarding must complete below)

In consideration of _____ (CLEARLY PRINT minor's name)

being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature _____ Printed Name _____ Date _____

CAMP KIDWELL

MEDICAL WAIVER AND HEALTH HISTORY

PARTICIPANT NAME: _____

SCHOOL/PROGRAM NAME: _____ PROGRAM DATE(S): _____

PLEASE READ: This form is intended to make leaders and participants aware of the seriousness of attempting challenge course, climbing and adventure activities with an old, preexisting injury, a heart condition or other condition which might be aggravated by the event. It is essential that every participant shares all medical concerns prior to participating.

MEDICAL QUESTIONS

RESPONSE

- | | | | |
|--|-----|-----|------|
| 1. Any preexisting injuries (ankle, knee, back, neck, etc.) that might be aggravated by participating? | Yes | No | |
| 2. Taking any current medications: _____ | Yes | No | |
| 3. Any heart problems or heart medications _____ | Yes | No | |
| 4. Do you have high blood pressure? | Yes | No | |
| 5. Do you have allergies (food, bees, insects, medications, etc.) | Yes | No | |
| 6. Do you have any physical limitations? _____ | Yes | No | |
| 7. Current Level of activity at home? | Low | Med | High |

If you have answered YES to any question above, please discuss that item(s) with your facilitator or group leader!

Please include any additional information that you feel is relevant: _____

MEDICAL WAIVER

- I give my consent to Camp Kidwell employees and to emergency medical personnel to treat me if they deem it to be medically necessary. I authorize Camp Kidwell staff to secure such medical advice and services as they feel necessary for my health or well-being. I give permission for emergency anesthesia and/or surgery that might be necessary due to and illness or injury occurring during my participation.
- I agree to accept financial responsibility for any medical expenses and/or loss of income not covered by my insurance policy that occurs as a result of my participation in the challenge course program.
- Insurance Company _____

PARTICIPATE AGREEMENT

By signing I agree to the above-mentioned Medical Waiver and state that to the best of my knowledge, the information I provided above is complete, accurate and current. I understand by not including medical information in this document that I may be risking my or others physical safety.

Participant Name _____ Date _____

Participant signature (required) _____

PARENT/GUARDIAN ACKNOWLEDGEMENT AND CONTACT INFORMATION - to be completed if participant is under 18 years of age

Parent or Guardian Printed Name _____

Parent or guardian signature _____

In case of emergency who do we contact _____

Relationship _____ Contact number _____

