

# Allegan County 4-H Clubs Camp Kidwell

## Release, Indemnification and Hold Harmless Agreement

In consideration of participating in activities, such as but not limited to swimming, games, boating, family/group activities, and other activities related to my groups use of 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 swimming, games, boating, family/group activities, and other activities related to my groups use of Camp Kidwell 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 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.
3. 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.
4. 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.
5. 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.
6. 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.

### **Adult (18+ year old) PARTICIPANT AGREEMENT** (EACH ADULT PARTICIPANT MUST SIGN AN SEPARATE FORM)

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 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 choice 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

### **MINOR (UNDER 18 YEAR OLD(S) PARENT OR GUARDIAN AGREEMENT** (All participants under 18 MUST have a signature from a parent/guardian) PARENT/GUARDIANS MUST FILL OUT A SEPARATE FORM FOR THEIR CHILDREN

In consideration of \_\_\_\_\_  
(minor(s) name; more than one child can be indicated)

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

Print Name

Date