



## Camp Carl Activity Release

For:

### ACTIVITY RELEASE FORM / Waiver, Agreement, & Liability Release

Camp Carl's program involves a variety of activities that often include warm-ups, games, group initiative problems, the climbing tower, high and low ropes challenge course elements, horseback riding, swimming, waterslides, boating, skiing, tubing, and other rigorous physical adventure activities (the level of participation in a Camp Carl program activity is at all times completely to the individual's choice). Yet, there is risk, which must be assumed by each participant that he or she may suffer an emotional or physical injury, disability, or loss of life.

### Release Statement

I understand that parts of these activities may be physically or emotionally demanding. I affirm that I (or the participant) am in good health and not under a physician's care for an undisclosed condition that bears upon my (or their) ability to participate in any camp activities. I understand that The Chapel/Camp Carl will provide safety equipment such as helmets and life jackets, as needed, for the activities that require it. I recognize the inherent risk of injury or disability and understand that each participant must assume the risk of physical injury that could result. I release The Chapel/Camp Carl, its staff members, and Board of Trustees from any liability resulting from participation in these activities. This release is governed by the State of Ohio.

### EQUINE SECTION

I agree to the following Waiver, Agreement, and Liability Release with The Chapel/Camp Carl, as a condition for its allowing me, and the other persons identified below, to do any of the following: enter any premise or facility where The Chapel/Camp Carl may conduct activities (referred to herein as 'The Property'), be near horses in connection with any The Chapel/Camp Carl activity (regardless of who owns the horses) and/or engage in any other activity involving horses. I am making this Agreement regardless of whether these activities take place under the supervision of The Chapel/Camp Carl.

All parts of this Waiver, Agreement, and Liability Release shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves 'I,' 'me,' or 'my' throughout this document.) This Waiver, Agreement, and Liability Release will be binding at all times, now and in the future, even after my relationship with The Chapel/Camp Carl should end.

### IT IS HEREBY AGREED AS FOLLOWS

1. I have requested to enter the premises, land, structures, or facilities where The Chapel/Camp Carl may conduct any activities (referred to herein as 'The Property'), to be near horses in connection with any The Chapel/Camp Carl activities (regardless of who owns the horses), and/or to engage in any other activity involving horses, whether or not under The Chapel/Camp Carl's supervision.

2. Equine- Related Risks: I understand that anyone riding, handling, or even near a horse (referred to as 'equine') can suffer bodily and other injuries. Among other things, equine are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of up quickly, sin around, strike, or bite. I know that equine can do any of these things without warning. I also understand that all equines, even if they have no known history of hurting people or animals, are powerful and can be dangerous to people and other animals.

Further, I understand that riding, handling, or being near an equine can expose me to numerous hazards, which could include, for example: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons around them; the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface or subsurface conditions on, near, or off The Property; and/or collisions with other equines, animals, or objects. I understand these risks and dangers inherent in equine activities and I agree to assume them. I also understand that these are just some of the risks, and I agree to assume others. I am not relying on The Chapel/Camp Carl to list all possible equine-related risks for me.

For:

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3. LIABILITY RELEASE: As consideration for being to enter The Property, to be near equines in connection with any The Chapel/Camp Carl activities (regardless of who owns the equines), and/or to engage in any other activity involving horses/equines, whether or not under The Chapel/Camp Carl's supervision, I assume full responsibility for any and all bodily injuries or damages which I may sustain when engaging in these and other activities. The term 'damages,' means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge The Chapel/Camp Carl, and its officers, directors, employees, agents, representatives, assigns, affiliated persons, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or cause of action (present and future), whether the same by known or unknown, anticipated omissions, suits, or causes of action (present and future), whether the same by known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of being on The Property, handling horses, being near horses, and/or engaging in any other activity involving horses, whether or not under The Chapel/Camp Carl's supervision (except if such injury or damage is caused by The Chapel/Camp Carl's gross negligence or wanton willful misconduct).

WARNING Under the Ohio Equine Activity Liability Act, (Ohio Revised Code Chapter 2305.321) an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE LIABILITY RELEASE SET FORTH HEREIN SHALL CONSTITUTE A WAIVER OF LIABILITY BEYOND THE PROVISIONS OF THE OHIO EQUINE ACTIVITY LIABILITY ACT. BY SIGNING THIS AGREEMENT AND LIABILITY RELEASE, I AGREE NOT TO BRING ANY CLAIM OR SUIT AGAINST THE CHAPEL/CAMP CARL, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSIGNS, AFFILIATED PERSONS, AND OTHERS ACTING ON THEIR BEHALF ON THE BASIS OF ANY EXCEPTION IN THAT LAW. IN PARTICULAR, I WILL NOT BRING CLAIM OR SUIT AGAINST THE CHAPEL/CAMP CARL AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSIGNS, AFFILIATED PERSONS, AND OTHERS ACTING ON THEIR BEHALF FOR: (1) FAULTY TACK OR EQUIPMENT; (2) FAILURE TO MAKE REASONABLE AND PRUDENT EFFORTS TO DETERMINE AN EQUINE ACTIVITY PARTICIPANT'S ABILITY TO SAFELY MANAGE AN EQUINE; (3) A DANGEROUS LATENT CONDITION ON, NEAR, OR OFF THE PROPERTY; OR (4) ANY ACT OR OMISSION THAT MAY CONSTITUTE ORDINARY NEGLIGENCE BY THE CHAPEL/CAMP CARL OR AFFILIATED PERSONS OR ENTITIES (EXCEPT FOR GROSS NEGLIGENCE OR WANTON AND WILLFUL MISCONDUCT).

It is my intention to release and hold harmless The Chapel/Camp Carl and the above- described persons and entities associated with The Chapel/Camp Carl to the fullest extent allowed under the law.

4. INDEMNIFICATION. I also agree to indemnify and hold harmless The Chapel/Camp Carl and its officers, directors, employees, agents, representatives, assigns, affiliated persons and others acting on their behalf against all damages sustained or suffered by any persons who are not parties to this Agreement that I may cause while this Waiver, Release of Liability and Indemnity Agreement is in effect. The Indemnification shall also include reimbursement of The Chapel/Camp Carl's attorney fees and costs.

5. HELMETS/HEADGEAR. I agree to be fully responsible for my own safety at all times. The Chapel/Camp Carl has suggested that I wear properly fitted and secured ASTM-standard/SEI-certified equestrian protective headgear when riding or near equine. All riders under age 18 are required by The Chapel/Camp Carl to wear a helmet when participating in riding activities at Camp Carl. Camp Carl will provide helmets for all riders who wish to use them. I am not relying on The Chapel/Camp Carl to check any helmet or strap that I may wear, or to monitor my compliance with this suggestion at any time. I am over 18 years old and wish to waive wearing a helmet/ headgear. INITIALS \_\_\_\_\_

6. LAW/BINDING EFFECTS/FEEES. Ohio law governs this Waiver, Agreement and Liability Release. I agree that this document will be enforced to the greatest permitted by Ohio law. If any clause should conflict with Ohio law, only that clause will be null and void but the remainder will stay in full force and effect. Should I file a lawsuit in breach of this Waiver, Agreement, and Liability Release, I agree to pay the attorney fees and cost incurred by The Chapel/Camp Carl and other persons and entities, described above, who are directly or indirectly associated with The Chapel/Camp Carl.

MEDIA RELEASE

Camp Carl Activity Release (continued)

For:

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I hereby grant Camp Carl/The Chapel ('Camp'), and their agents the absolute right and permission to use photographic portraits, pictures, digital images or videotapes of My Child, or in which My Child may be included in whole or part, or reproductions thereof in color or otherwise for any lawful purpose whatsoever, including but not limited to use in any Camp publication, social media page, or on the Camp websites, without payment or any other consideration.

I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, wherein My Child's likeness appears, or the use to which it may be applied. I hereby release, discharge, and agree to indemnify and hold harmless the Camp, The Chapel and their agents from all claims, demands, and causes of action that I or My Child have or may have by reason of this authorization or use of My Child's photographic portraits, pictures, digital images or videotapes, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images or videotapes, or in processing tending towards the completion of the finished product, including publication on the internet, in brochures, or any other advertisements or promotional materials.

I represent that I am at least eighteen (18) years of age and am fully competent to sign this Release

I HAVE READ THIS ENTIRE WAIVER, AGREEMENT, AND LIABILITY RELEASE, I FULLY UNDERSTAND IT'S CONTENTS AND AGREE THAT IT WILL REMAIN IN EFFECT FOR 1 YEAR FROM THE DATE OF SIGNATURE

Type Name of Custodial Parent/Guardian

Date of Signature

Relationship to Camper

Signature \_\_\_\_\_ Date \_\_\_\_\_