

# CAMP WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT CONTRACT # WW-000298 at Camp Wrightwood

In consideration of being permitted to participate in recreational activities made available to participants at **Camp Wrightwood** and sponsored programs (collectively 'Cal Pac Camps'), including activities that may include Archery, Rock Climbing, Climbing Tower, Mountain Boarding, Horseback Riding, Swimming, Surfing, Hiking, High Ropes, Zipline, Bouldering, and/or other activities that may be hazardous or otherwise involve a risk of physical injury or death (the 'Activities'),

I HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

1. I have reviewed the camp website (<https://www.campwrightwood.org/>) and the Activities available at the camp I will be attending.
2. I am fully aware of the risks and hazards inherent in the Activities, and I expressly and voluntarily assume any and all risks of bodily injury, death or property damage arising from or relating to the Activities. I waive and release any and all actions, claims, suits, losses or expenses (including court costs, attorneys' fees, and consultants' fees), or demands of any kind or nature whatsoever against The California-Pacific Annual Conference of The United Methodist Church, including Cal Pac Camps, Camp Wrightwood, and its/their directors, officers, employees, corporate affiliates, contractors, vendors, agents, sponsors, volunteers or representatives of any kind (collectively 'Releasees') arising from or relating in any way to my voluntary participation in the Activities, and activities incidental thereto wherever or however the same may occur.
3. I understand that this Waiver, Release and Indemnification Agreement means, among other things, that I, and/or my family, heirs, executors, legal or personal representatives, successors and assigns, cannot under any circumstances sue Releasees or any of them for damages relating to or caused by my injuries, death, or property damage, whether or not caused by the negligence of the Releasees.
4. Releasees shall not be liable for any bodily injury, death, or property damages arising from any act or neglect of any other occupant or user of the Cal Pac Camps premises or of any other participant in the Activities.
5. I agree to indemnify, protect, defend and hold harmless Releasees or any of them, and their subrogates, if any, in the event of any loss, damage or claim arising from or relating in any way to my participation in any of the Activities. If any action or proceeding is brought against Releasees by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to Releasees, and Releasees shall cooperate with me in such defense.
6. Cal Pac Camps is authorized to provide or obtain medical care for me in the event of an injury. I understand I am solely responsible for all related costs associated with any medical care that is provided to me.
7. Photographs may be taken during the Activities to be used for promotional material for Cal Pac Camps. I grant Cal Pac Camps and the California-Pacific Annual Conference of The United Methodist Church the right to use, reproduce, assign, and/or distribute photographs, films, videotapes, and sound recordings of me for use in any materials created for purposes of promoting Cal Pac Camps, without any expectation of compensation for such use of my image or likeness.

Yes \_\_\_\_\_ No \_\_\_\_\_

8. If a portion of this Agreement is deemed invalid or unenforceable by a Court, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
9. This document constitutes the entire agreement between the parties and may be amended only in writing.

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND I ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE ACTIVITIES.

Participant's Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For the parent/legal guardian of a minor under eighteen (18) years of age OR the parent/legal guardian of an incapacitated and/or mentally challenged person with legal responsibility for this Participant: I acknowledge that I have the legal capacity and authority to act on behalf of the Participant and hereby join in this Waiver, Release and Indemnification Agreement, including, for myself and on behalf of the Participant, agreeing to the foregoing acknowledgment and agreement to assumption of risks, representations and agreements, including agreements of release and indemnity, to the maximum extent allowed by law.

Parent / Legal Guardian Printed Name: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

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

Emergency Phone Number: \_\_\_\_\_ Date: \_\_\_\_\_