

# All Campers, Guests, Volunteers, and Staff Must Submit this Waiver to Attend an Event at Lake Retreat Camp.

## Activity & Health Waiver - Release of Liability, Assumption of Risk, and Indemnification Agreement

This document affects your legal rights: Read carefully before signing.

The undersigned is the participant or the legal guardian of a minor child who desires to participate in an event at Lake Retreat Camp and Conference Center ("LRCC"). On behalf of myself ("Participant" or "Guardian"), and my minor child ("Camper"), I hereby waive the rights described below and release LRCC from liability related to the activities described herein.

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate or allow my Camper to participate in activities at Lake Retreat Camp. Activities may include but are not limited to swimming, boating, water elements, axe throwing, volley ball, mini-golf, swings, tire swing, field and rec. center usage, other sports, other activities brought by the renting guest group, etc. I understand, acknowledge and agree that:

- a. Participation may be inherently dangerous and hazardous, and that I or my Camper may be exposed to dangers, hazards, and physical and mental trauma.
- b. As a consequence of these risks, I or my Camper may be seriously hurt, disabled, or may die from the resulting injuries, and my property may also be damaged.
- c. Hospital facilities, qualified medical care, and medical evacuation may be limited by local conditions; and
- d. LRCC assumes no responsibility for providing medical care during the Activities, and I shall be solely responsible to pay for any medical care and/or evacuation that myself or my Camper incurs.

2. **ASSUMPTION OF THE RISKS:** I agree that my participation or my Camper's participation is entirely voluntary and I, or I on my Camper's behalf, freely assume the above-mentioned risks and any harm, injury or loss that may occur as a result of my or my Camper's participation.

3. **RELEASE OF LIABILITY:** I, or I on behalf of Camper, hereby waives any claims against and releases LRCC, its agents, employees, contractors and suppliers from, any liabilities, claims, causes of action, or expenses (including attorney fees) that arise from or are related in any way to injuries or damages, of any kind or any nature, resulting from participation. I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation at LRCC, and I willingly engage in LRCC events.

4. **INDEMNIFICATION.** I agree that I shall indemnify and hold harmless LRCC from and against any and all claims, causes of action, expenses (including attorney fees and costs), liabilities and/or obligations that arise out of or are related in any way to my or my Camper's participation.

5. **AUTHORITY.** Guardian represents and warrants that Guardian has the legal authority to execute this document and to act on behalf of Camper.

**ASSUMPTION OF THE RISK –COVID-19 or other Diseases.** I acknowledge and understand the following:

6. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
7. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID- 19, even if arising from the negligence or fault of the Released Parties; and
8. I hereby knowingly assume the risk of injury, harm and loss associated with the LRCC, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.
9. I acknowledge and agree that LRCC is not responsible for related costs including medical bills, hospital bills, testing or legal/attorney's fees.

**RELEASE AND WAIVER.** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE LAKE RETREAT AND CONFERENCE CENTER AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY OR MY CAMPERS PARTICIPATION AT LRCC.

**Photography/Video Release:** I, or Guardian on behalf of Camper, hereby grant to LRCC, its representatives, and employees the right to take photographs/videos of myself or my Camper in connection with my or my Camper's participation at LRCC. I hereby authorize LRCC to copyright, use, and publish the same in print and/or electronically. I hereby agree that LRCC may use such photographs of myself or my Camper for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Participant's Signature

Date

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### For Minor's Participation:

Parent/Guardian Signature

Date

Print Participant's Name

Parent/Guardian Printed Name

Participant's Date of Birth

Relationship to Participant

Camp/Group/Church Name

