

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

As the undersigned parent or legal guardian of _____ (hereafter referred to as the "child"), I request that the child named above be allowed to participate in the Program Activities (hereafter referred to as "the activities") of Lake Pleasant Camp at the Desert Outdoor Center (hereafter referred to as the "camp").

In return for the child being permitted to take part in the activities and to use the facilities and property of the camp, each of us makes the following promises and warrants the truth of the following facts:

1. I am familiar with the programs included in the activities, and I understand the camp management is available to discuss the activities if I should wish additional information. I also understand I am solely responsible for the arrival and departure of my child at the beginning and end of each day's program. I will not allow my child to remain on the premises of the drop off / pick up location before or after each day's program without appropriate supervision or the written permission of the camp. I agree the camp will have no responsibility for the supervision of my child at times other than during the scheduled activities.

[Please initial to indicate you have read this paragraph. _____]

2. I will inform my child that he is expected to cooperate with, and follow the direction of the persons in charge of the activities, and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights and property of others. I have read the Code of Conduct with my child and we understand these rules are in place for our safety.

[Please initial to indicate you have read this paragraph. _____]

3. My child is in good health, and I know of no reason why he would be incapable of participating in the activities. My child knows how to swim. I will immediately notify the designated camp supervisor if a change in my child's health or other condition would affect my child's ability to participate in the activities.

[Please initial to indicate you have read this paragraph. _____]

4. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives, and assigns may have or acquire to make a claim against, sue, attach the property of, or prosecute employees and affiliated organizations (herein referred to as "the releases") for monetary damages caused by injury to my child or myself arising from my child's participation in the activities and the use of the facilities and property of the camp, whether or not the injury or damage results from the negligent acts or omissions, except intentional acts, of any of the releases.

[Please initial to indicate you have read this paragraph. _____]

5. **ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves sudden and unexpected immersions in deep waters, and collision with other watercraft or stationary objects such as docks, pilings, rocks, and buoys. With knowledge of the dangers involved, I voluntarily ask that my child be allowed to take part in the activities. **I ACCEPT ANY AND ALL RISKS TO ME AND MY CHILD OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE CAMP, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASES.**

[Please initial to indicate you have read this paragraph. _____]

6. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releases harmless from any loss, liability, damage, or cost, including reasonable attorneys fees, that may occur due to either my child's or my participation in the activities and use of the facilities whether or not such loss, liability, damage, or cost results from the negligence or other action, except intentional acts, of any of the releases.

[Please initial to indicate you have read this paragraph. _____]

7. **PHOTOGRAPH PERMISSION:** Pictures may be taken of your child while attending the camp. We hope that you will grant us permission to use the pictures for promotion of the camp, including brochures, flyers, newsletters, or Internet web pages. The camp has permission to publish for promotional use photographs in which my child is a participant.

[Please initial to indicate you have read this paragraph. _____]

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THE AGREEMENT INCLUDES A WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AN AGREEMENT BY ME TO INDEMNIFY THE RELEASES AND PHOTOGRAPHY PERMISSION, AND I SIGN IT OF MY OWN FREE WILL.

Print Name: _____ Relationship: _____

Signature: _____ Date: _____

This agreement shall remain in effect until the camp receives written notice of the cancellation of the consent or the end of the activities described above.