## ADULT GUEST

## CAMP IROQUOINA – HIS CAMPS, INC. RELEASE/WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for the opportunity to participate in the activities of Camp Iroquoina (the "Camp"), I, the undersigned participant in the Camp, affirms and agrees with the following statements:

- 1. I voluntarily agree to participate in activities at the Camp, and I expressly assume any and all dangers, hazards, and risks associated with my participation in the Camp, including, but not limited to, illness, injury, and/or death due to:
  - COVID-19 infection,
  - Falling trees and rocks,
  - Abrasive or slippery rocks,
  - Steep, uneven, and/or loose terrain,
  - Stream crossings, open untreated water, and/or flash floods,
  - Poisonous plants,
  - Insects,
  - Domesticated and wild animals,
  - Exposure to the elements,
  - Lightning strikes,
  - Fires.
  - Depending on others for physical and emotional safety,
  - Activities such as swimming, hiking, fishing, boating, archery, bonfires, hayrides, running, jumping, athletic individual and team sports, frisbee, team games, and capture the flag,
  - Forces of nature, and
  - Other natural and accidental causes
- 2. I am physically sound and suffering from no condition, symptom, impairment, disease, or other illness that would hinder me or others from safely participating in the Camp. It is my responsibility to follow any restrictions, prescriptions, or limitations that apply to my physical condition or state of fitness.
- 3. I understand that my participation in the Camp may include physical activity that requires strength, flexibility, and/or stamina, and that I may injure myself during my participation in such activity, especially if I exceed the limits that my body is capable of accepting, executing, and/or performing.
- 4. I understand that the Camp will seek to implement certain safety measures to help prevent to the extent reasonably possible the infection and/or spread of COVID-19, including the cleaning and disinfecting of public restrooms and other common areas while wearing masks and plastic gloves, social distancing and wearing face masks indoors in the company of guests. The Camp will also stay apprised of health and safety regulations maintained by governmental authorities related to COVID-19 and will act accordingly. Further, the Camp may implement any guidelines

issued by non-governmental entities that it deems beneficial.

However, I also am responsible for adhering to certain safety measures to help prevent to the extent reasonably possible infection and/or spread of COVID-19, including ensuring that I do not have any symptoms prior to entering or using the Camp's facilities and premises and practice social distancing and proper use of face masks indoors in the company of others. I will also stay apprised of health and safety regulations maintained by governmental authorities related to COVID-19 and will act accordingly.

- 5. I further consent to the administration of first aid, doctor's care, and/or any other form of medical treatment ("Medical Treatment") necessitated by illness or injury that may be required, and I authorize the Camp and/or any of employees, volunteers, representatives, or agents (collectively, "Agents") at the Camp to provide consent for such Medical Treatment on my behalf. I agree to hold harmless and indemnify the Camp and its Agents from any acts of negligence, malfeasance, and/or failure to act on the part of those chosen to administer Medical Treatment. The insurance coverage listed on my Medical Disclosure Form will be used as the sole insurance coverage for me in the event Medical Treatment is needed, and that I (or the responsible party for my insurance coverage) am solely and personally responsible for any payments or charge(s) not covered by such insurance. I further understand, acknowledge, and agree that no such insurance coverage is or will be provided for me by the Camp. If I do not currently have valid health insurance coverage, none will be provided for me by the Camp, and that I (or the responsible party for my insurance coverage) am responsible for any and all costs associated with Medical Treatment.
- 6. I agree to familiarize myself with all Camp rules and instructions and to abide by them. I understand that the Camp retains the right to suspend or terminate my participation in the Camp if it believes that I have failed to comply with any Camp rules, instructions, or for any other reason in its sole discretion.
- 7. Except for any claims, actions, liability, and/or demands ("Claims") that arise from, are caused by, or result from the gross negligence or willful misconduct of the Camp and its affiliates, subsidiaries, directors, employees, volunteers, independent contractors, agents, assignees, representatives and successors in interest (collectively, "Affiliates"), I hereby release, forever discharge, and agree to hold harmless the Camp and its Affiliates from any and all Claims for bodily injury, illness, property damage, wrongful death, loss of services, or otherwise, which may arise out of the my participation in the Camp or which may arise out of my traveling to or participating in and returning from any activity associated with the Camp, which may hereafter accrue to me against the Camp and/or its Affiliates. This Release/Waiver is understood to also be in effect with respect to, and to include any persons who may be engaged in, the transportation, treatment or attending to, or accompanying me to any facility for Medical Treatment on or off the Camp property, on the same basis and terms as stated above. I further agree to hold harmless and indemnify the Camp and its Affiliates from any Claims resulting in any way from my acts or omissions.

- 8. I hereby give the Camp the irrevocable right to copy, display, publish, or otherwise use my image in any form of media that now exists or may exist in the future, and give others permission to copy, display, publish, or otherwise use my image, so long as the Camp determines that doing so supports or benefits the Camp's mission.
- 9. I agree that any dispute that I may have with the Camp regarding my participation in the Camp and/or this Release/Waiver shall be settled only by mediation, or, if necessary, legally binding arbitration in accordance with the Rules of Procedure of the Institute for Christian Conciliation of Peacemaker Ministries, <a href="www.peacemaker.net">www.peacemaker.net</a>. I understand that the decision and/or award of a mediator or arbitrator may be entered in any court otherwise having jurisdiction and that such a decision and/or award shall be the sole remedy to any dispute and is non-appealable.

I am authorized to grant the rights provided in this Waiver/Release Form. I WARRANT THAT THE UNDERSIGNED IS 18 YEARS OF AGE OR OLDER AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE OR THAT, IF I AM LESS THAN 18 YEARS OLD, THAT MY PARENT(S) OR LEGAL GUARDIAN(S) HAVE SIGNED BELOW.

	Signature	(Date)
Name:		
Address		