



YMCA Camp Eberhart Participant Waiver

Release, Indemnification, & Hold Harmless Agreement

1. By signing below, I understand that I, (in my own capacity or that of a parent/guardian of the below minor/child) am a participant in activities at YMCA Camp Eberhart ("Camp")
2. In consideration of participating in activities at YMCA Camp Eberhart, a branch of the YMCA of Greater Michiana, Inc., and other activities, and for good and valuable consideration, and for being allowed to participate in Camp activities, I (participant or parent/guardian of minor/child identified below) hereby agree on behalf of myself my heirs, assigns, executors, and administrators, and undersigned minor/child (if applicable), to **release, discharge and hold harmless any and all of the Releasees**, including the YMCA of Greater Michiana, Inc., the Camp, and their owners, directors, officers, employees, agents, affiliated companies, and representatives, including volunteers, participants and their assigns, heirs and next of kin, and all other persons or entities acting for it or them, as the case may be, (collectively "Releasees"), from any and all liability (known or unknown) arising from my participation (or the participation of the minor/child) in Camp activities, or arising from the negligence of any or all of the Releasees, **to the extent permitted by law**, including but not limited to any loss, damage, or claims, including negligence, which may be asserted by me, on my behalf or on behalf of the minor/child participant, on account of injury to the person or property, arising from or relating to Camp activities or to the Camp. This Release, Indemnification, and Hold Harmless Agreement is made on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative and estate (as applicable), and in addition to the above, it is further agreed as follows:
 1. I acknowledge that participating in Camp activities, potentially to include (but not limited to): **HORSEBACK RIDING, ROCK CLIMBING, AQUATIC ACTIVITIES, TUBING AND HIGH ROPES COURSE** activities, involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, falling, tripping, hitting, scraping, puncturing. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
 2. **I expressly accept and assume all of the risks inherent in any and all of these activities or that might have been caused by the negligence of any or all of the Releasees.** My participation in any or all of these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
 3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in any or all of these activities, whether arising from the negligence of any or all of the Releasees, a third-party, or otherwise. This release does not apply to liabilities caused by the gross negligence "or intentional misconduct" of the Releasees.** Should any or all of the Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in any of these activities, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
 5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located (Michigan), and I further agree that the substantive law of that state shall apply.

- 5.5. I further agree to indemnify and hold harmless Releasees from any loss, liability, damage or cost that may incur due to my presence or participation or the presence (or participation of the minor/child) in Camp activities, whether caused by the negligence of the Releasees or me, (or by my minor/child participant) in whole or in part **to the extent permitted by law**. I accept full responsibility and agree to indemnify and hold harmless the Releasees from any liability to the minor/child identified below for any claim which the child/minor could make against the Releasees now or after obtaining the age of majority, arising from the child/minor's participation in activities or presence at Camp, or while in the care, custody supervision or control of the Releasees.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This agreement shall be construed as to its fair meaning.
8. This release or indemnification does not apply to claims for intentional misconduct or gross negligence.

By signing this document, I agree, without limitation, that if I am injured or my property is damaged during my participation in any of these activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence, but not on the basis of gross negligence or intentional misconduct.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that these activities might not be made available to me or that the cost to engage in these activities would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this agreement is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

Signature _____

Print Name _____

Address _____ City _____ State _____ Zip _____

Phone _____ Date _____

Parent or Guardian Additional Agreement *Required for participants under the age of 18*

I have read and understand the conditions and terms set forth above and I, individually and on behalf of the above-referenced minor, expressly agree to all conditions set forth in this Release, Hold Harmless, and Indemnification Agreement. In further consideration of _____ (PRINT minor's names) being permitted to participate in any of these activities, and for other good and valuable consideration, I further agree to personally indemnify and hold harmless any and all of the Releasees from any claims which are brought by or on behalf of minor or are in any way connected with the minor's activities at the Camp, whether arising from the negligence of any or all of the Releasees, a third-party, or otherwise. This indemnification shall include, but not be limited to, the costs of defense and reasonable attorney's fees.

Parent/Guardian Signature _____

Parent/Guardian Print Name _____ Date _____

May we contact you about your child's experience? Yes No

If yes, please provide your email address _____