

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including permission to have travel, or have my child travel, to and from and/or be present at Camp Shamineau, and all of its related destinations, travels, activities, facilities, and events (collectively, the "Event"), I, individually, and/or as parent or legal guardian of _____("Participant"):

1. Recognize that there are risks associated with travel of any kind, including but not limited to severe weather, other travelers, vehicle malfunction, etc. I am voluntarily allowing my child to travel to and from and participate in the Event with the knowledge of the danger involved; and verify this statement by signing below;
2. **ASSUME ANY AND ALL RISKS** of personal injuries to Participant, including, but not limited to, medical or hospital bills, permanent or partial disability, death, and damage to property, caused by or arising from travel to and from or participation in this Event and hereby consent to whatever medical care might be required for injury occurring during the travel to or from the Event;
3. **COVENANT NOT TO SUE** or present any claim for personal injury, property damage, or wrongful death against or any of their ROCK HAVEN affiliated entities, subsidiaries, officers, other participants (collectively, the "Releasees"), whether such injury or damage was the result of negligence or carelessness on the part of Releasees, and whether such injury or damage was foreseeable or not, including all such claims regarding the, condition, maintenance, or operation of any vehicle used to transport Participant;
4. To the maximum extent permitted by law, **RELEASE, WAIVE AND DISCHARGE** the Releasees from any liability, indemnity, loss, damage, claim, demand or cause of action of any kind against them arising from or attributable to Participant's presence in any vehicle owned or operated by Releasees, travel to or from, or participation in, the Event, whether same shall arise by negligence or otherwise; and
5. Agree, for myself, Participant, and my heirs, successors, and assigns, that the above representations are not mere recitals and that they are binding; and that should I, Participant, or my successors, heirs, or assigns assert any claim in contravention of this agreement, I, Participant, or my successors, heirs, or assigns shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending against such a claim. This document contains the entire agreement between me and the Releasees. If any term or provision of this agreement is found invalid or unenforceable, the remaining terms and provisions of this agreement shall remain binding and enforceable.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND RELEASEES AND SIGN IT OF MY OWN FREE WILL.

I acknowledge that I am 18 years of age or older, that I have read and understand the contents of this document, and (if applicable) that I execute this Agreement with full legal authority over Participant.

Executed on April 1, 2016

RELEASORE: _____

(Signature)

(Printed Name)

(Address)

(City, State, Zip code)

(Phone)

