

# WAIVER AND RELEASE OF LIABILITY

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT WHICH AFFECTS YOUR LEGAL RIGHTS!**

This Waiver and Release of Liability (this "Release") is executed by the undersigned in favor of Camp Perkins Lutheran Outdoor Ministries, Inc., an Idaho nonprofit corporation, and its directors, officers, employees, volunteers, agents and affiliates (collectively, "Camp Perkins"). I desire to participate in certain activities directly or indirectly offered by Camp Perkins, which activities may include, but may not be limited to, camping, boating, canoeing, sailing, swimming, white water rafting, horseback riding, fishing, mountain biking, hiking, backpacking, climbing, sports, games, skiing, snowshoeing, snowmobiling, sledding, tubing and other activities. I also understand that I will be asked to perform incidental work or tasks for Camp Perkins, including, but not limited to, lodge/facility cleaning, cabin cleaning or general camp pick-up. Camp Perkins will not allow me to participate in any of the above named activities (the "Activities") without this Release, and therefore I freely and voluntarily execute this Release to participate in the Activities.

- **Waiver and Release.** I understand that the Activities present risks of potential injury, illness, death, expense, loss or damage which risks may be inherent in the Activity, arise from the negligence of Camp Perkins or arise from the negligence of others, such as other participants in the Activities. I also understand that Camp Perkins' facilities are on lands owned by the USDA Forest Service, and that many of the Activities will be on public lands or the facilities of others, and that Camp Perkins does not have the authority to exclude unaffiliated persons from such lands and facilities. I hereby assume all risks associated with the Activities and I hereby waive, release, discharge and hold Camp Perkins harmless from any and all injury, illness, death, expense, loss or damage of any kind or nature whatsoever, either in law or in equity, and whether accrued now or in the future, that may arise from or be related to the Activities, my presence at any Camp Perkin's facility or Activity, or in travel related to Camp Perkins or the Activities, even if the same is caused in whole or in part by any negligence of Camp Perkins. I understand that I am not required to participate in any particular Activity, and that I am responsible for ceasing any Activity if I experience any pain or discomfort related thereto, or if I become uncomfortable with any potential risks of such Activity.

- **Consent to Medical Treatment.** I authorize Camp Perkins to provide or authorize any medical treatment or other care that it deems appropriate in any circumstance where, in Camp Perkins' judgment, I do not have, or do not readily appear to have, the ability to make reasonable medical treatment and care decisions for myself. I hereby waive, release, discharge and hold Camp Perkins harmless from any injury, illness, death, expense, loss or damage whatsoever that may arise from or may be related to such medical treatment or other care, even if the same is caused in whole or in part by any negligence of Camp Perkins. I understand that Camp Perkins does not provide medical insurance and that I am responsible for the cost of any medical treatment or other care that I receive.

- **Conduct.** I understand that I must fully and faithfully abide by all rules and requirements of Camp Perkins, and obey the directives of any Camp Perkins staff. Any failure to do so may result in such disciplinary or remedial action as Camp Perkins deems appropriate, which may include, but not be limited to, suspension of privileges, suspension of my participation in Activities or immediate expulsion from Camp Perkins's facilities, all without refund.

- **Appearance Release.** I grant Camp Perkins the right to take and use photographic images, video recordings and audio recordings of me, and Camp Perkins may use my name, face, likeness, voice and appearance in advertising, promotion or educational materials. I disclaim any right to such images and recordings, and to any royalties or other benefits derived therefrom.

This Release is intended to be as broad and inclusive as permitted by law. If any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect the remaining provisions of this Release which shall continue to be fully enforceable.

Participant Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Participant Signature \_\_\_\_\_

**Parent/Guardian Authorization** (if the person above is a minor, i.e., under the age of 18 years old). The undersigned, being the parent or guardian of the above minor with custody, have read this Release, agree to its terms and authorize the above minor to participate in the Activities on the terms set forth herein.

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

In case of emergency, please contact:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

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

Please indicate any:

Allergies: \_\_\_\_\_

Injuries: \_\_\_\_\_

Medications: \_\_\_\_\_

Other Concerns: \_\_\_\_\_