

# INDIAN HILLS CAMP

15763 LYONS VALLEY ROAD, JAMUL, CA 91935 Phone (619) 669-6498 Participation, Release, Waiver, Assumption of Risk, & Indemnity Agreement

We are glad to have You here at Indian Hills Camp. While Indian Hills Camp makes every effort to provide a safe and pleasant environment for everyone, we do require that this Participation Agreement be read, filled out, signed and dated by the group leader for the group to participate in the activities that occur at Indian Hills.

The undersigned has asked Indian Hills Christian Camp ("IHCC") to allow the individual/group named below, sometimes referred to herein as the "participant", to participate in the Event and the activities offered at IHCC. Activities may include, but are not limited to, Archery, Paintball Range, Swimming, Zip Line, riding the BMX track, Biking, and strenuous competition games. If the participant named below is a minor, or the group includes participants which are minors, the undersigned hereby authorized IHCC to allow said minor to participate in all activities offered by IHCC. The undersigned a) acknowledges that participation in the Event and the offered activities involves a number of risks, including possible exposure to and illness from infectious diseases such as COVID19; b) acknowledges that participation in the Event and the offered activities involves physical exertion and other risks; c) is aware of the possibility of risk of injury and/or illness to individuals participating in the Event and participating or observing the activities; d) is aware that such risk of injury and/or illness includes, but is not limited to, risk of permanent disability, blindness, loss of hearing, or death; e) recognizes the need for each participant to follow all rules and directions given by any Staff Member; f) understand that each participant shall be required to wear any safety gear deemed necessary by IHCC and that it is the responsibility of each participant to do so; g) warrants that the physical and mental condition of the participant will enable him/ her to participate safely in each of the activities listed above; h) understands and acknowledges that other risks to which the participant may be exposed include, but are not limited to, snake bite, insect bites and stings, exposure to poisonous plants, as well as risks associated with traveling along mountain roads and inclement weather.

The undersigned, individually and on behalf of their group and any minor participants named below, hereby waives and releases IHCC and its officers, directors, employees, agents, and insurers, and each of them, from any and all claims, demands, actions, causes of action and rights, (contingent, accrued, inchoate, or otherwise), which may arise out of, or in connection with, the participant's attendance at the above- referenced Event and/or any activity engaged in by the participant while attending the Event, including but not limited to any claim arising from or related to a physical injury sustained or infectious disease contracted by the participant, whether such claim is based upon IHCC's active or passive negligence or otherwise.

In addition, the undersigned agrees to defend and hold IHCC harmless from and against any and all claims, liabilities, expenses, damages, losses, causes of action, and suits (including, without limitation, attorney's fees and costs) arising out of, or any way related to, the participant's attendance at the above-referenced Event and/or any activity engaged in by the participant while attending the Event, including but not limited to any claim arising from or related to a physical injury sustained or infectious disease contracted by the participant, whether such claim is based upon IHCC's active or passive negligence or otherwise.

The undersigned hereby gives permission to IHCC to use any photographs, videos, and/or audio recordings of the participant for promotional materials, including the IHCC web site postings, without expectation of compensation, including but not limited to, any royalties, proceeds, and/or benefits derived from such photographs, videos, or audio recordings.

The undersigned hereby acknowledges that IHCC does not provide medical personnel and agrees that the undersigned shall be responsible for a) providing any emergency transportation required by the participant named below, and b) paying any medical and hospitalization costs incurred while attending the event. You grant permission to medical personnel to order X-rays, routine tests, and treatment for your health, and in the event that the participant is unable to assent during an emergency, the participant hereby gives permission to the attending medical personnel to hospitalize, secure proper treatment, and to order medical procedures and treatment as deemed necessary.

By signing this General Release and Waiver of Rights, the undersigned represents and warrants to IHCC that he/she is of legal age and competence to give a valid release on his/her behalf and, if signing on behalf of a group or of a minor participant, is the designated group leader or is the parent or legal guardian of the minor participant and has full authority to give a valid release on behalf on such minor. **ALSO, THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS TO IHCC THAT THE PARTICIPANT'S PARTICIPATION IN THIS EVENT IS ENTIRELY VOLUNTARY AND IS NOT REQUIRED BY THE SCHOOL OR FOR ANY CLASS OR COURSE IN WHICH THE ATTENDEE MAY BE INVOLVED, OR BY ANY OTHER GROUP SPONSORING THE EVENT OR PROGRAM.**

Parent's name \_\_\_\_\_ Dates of Camp \_\_\_\_\_

Child's Name: \_\_\_\_\_

Parent's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Phone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_