

WAIVER AND RELEASE FROM LIABILITY

(TO BE COMPLETED BY PARTICIPANT)

This agreement is made this ____ day of _____, 2023
between Warm Beach Camp and
_____("Participant")

- 1. Subject.** Participant recognizes and expressly agrees that participating in any adventure, sport or activity associated with the out-of-doors is an inherently dangerous activity. Further, Participant recognizes that certain safety precautions must be followed, yet even strict adherence to those procedures does not guarantee nor does Warm Beach Camp guarantee Participant's safety.
- 2. Waiver and Release from Liability.** Participant understands that Warm Beach Camp assumes no responsibility for injuries or illnesses that Participant may sustain, a) as a result of Participant's physical condition, b) resulting from Participant's participation in the activity, c) as a result of another participant's or third person's actions, or d) as a result of participant's use of Warm Beach Camp facilities, field, and/or equipment in connection with this activity. The Participant releases and agrees to hold harmless, defend and indemnify Warm Beach Camp and its directors, officers, employees and agents from and against any and all claims for personal injury (including loss of life) and all other losses or damages (except those caused entirely by the gross negligence or intentional conduct of Warm Beach Camp) that the Participant may suffer as a result of his or her participation and /or enrollment in Warm Beach Camp activities.
- 3. Medical Consent.** Participant grants permission to Warm Beach Camp and its employees and agents to take the Participant to a licensed physician for medical treatment, emergency surgery, or hospitalization if Participant becomes ill, sustains an injury, or otherwise requires medical treatment or attention and Warm Beach Camp is unable to contact the Emergency Contact listed by Participant. The Participant gives consent to any licensed physician to administer drugs or medicine or to perform such medical procedures as that physician determines necessary for the relief of pain and to preserve the Participant's life or health. Participant further authorizes Warm Beach Camp to give first aid, CPR or other treatment by a qualified staff member to Participant.
- 4. Property Loss.** Participant understands and agrees that Warm Beach Camp is not responsible for personal property that is lost, damaged, or stolen in connection with this activity.

5. **Binding Effect.** This Agreement shall be binding upon Participant, his or her heirs, estate, successors, and legal representatives.
6. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement shall not be modified or amended except by an agreement in writing signed by both parties.
7. **Acceptance.** If any portions of this waiver and release are held to be invalid, Participant agrees the remaining terms shall continue to be in full legal force and effect. Participant understands and agrees that this Waiver and Release is binding upon me and my heirs, estates and legal representatives.
8. **Publicity.** On Occasion, Warm Beach Camp takes photographs or makes an audio or video tape recording of children and/or adults involved in camp activities. Such photographs and audio/visual recordings may be used in Warm Beach Camp publications or advertising materials to let others know about our ministry. In addition, local news organizations may hear about our activities or events, and Warm Beach Camp may invite or allow them to photograph or record our events for news reporting on special interest features. Participant agrees to the use of any such audio or visual recordings to be used, distributed or displayed as agents of Warm Beach Camp see fit. This consent includes but is not limited to: photographs, videotape, and audio recordings.

PLEASE READ CAREFULLY. THIS DOCUMENT CONTAINS A RELEASE AND WAIVER OF LIABILITY.

I have read and voluntarily signed this Waiver and Release of Liability.

Signature _____ Date _____