

QUAKER MEADOW CHRISTIAN CAMP

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of _____ ("my child") being permitted to use the grounds and facilities at Quaker Meadow Christian Camp for recreational or other activities, or to participate in any activity conducted or sponsored by Quaker Meadow Christian Camp, regardless of location, the undersigned, on behalf of himself or herself, his or her child, his or her personal representatives, heirs, spouse, parents, siblings, and children, hereby:

1. Acknowledges, represents, and certifies that he or she is the custodial parent and/or legal guardian of the above named minor child.
2. Releases, waives, discharges and covenants not to sue Quaker Meadow Christian Ministries, its officers, directors, trustees, agents, employees, and volunteers (collectively referred to herein as "Quaker Meadow") for any and all claims for loss or damage, including, without limitation, any claims or demands on account of personal injury, property damage or death which may occur as a result of my child's presence during, participation in, or use of Quaker Meadow equipment while participating in the Quaker Meadow Christian Camp, even though that injury or damage may arise out of negligence of Quaker Meadow or out of a dangerous or defective condition of property or equipment of Quaker Meadow.
3. Agrees to indemnify and save and hold harmless Quaker Meadow and each of them from any loss, liability, damage or cost they may incur, including attorneys' fees, whether caused by the negligence of Quaker Meadow or otherwise, relating to my child's use of or presence at the facilities known as Quaker Meadow Christian Camp, or my child's participation in any Camp-sponsored or conducted activity.
4. Agrees to resolve any and all claims, disputes or controversies pertaining to this Agreement or arising out of or relating to my child's use of or presence at the facilities known as Quaker Meadow Christian Camp or my child's participation in any Camp-sponsored or conducted activity, solely and exclusively by final and binding arbitration in accordance with the rules of the American Arbitration Association (AAA) then in effect, or such other procedures to which the parties may mutually agree. The laws of the State of California shall govern the dispute. Arbitration shall be commenced within twelve (12) months from the date on which any alleged claim arose and shall be conducted in California. Any decision or award rendered by the arbitrator(s) shall be final and binding upon the parties, and judgment may be entered thereon in any court having jurisdiction.
5. Acknowledges and understands that my child's use of the facilities and/or participation in activities at Quaker Meadow Christian Camp may involve certain risks, dangers, and hazards, including, but not limited to, risks, dangers, or hazards related to swimming in a pool and/or lake, use of a water slide, boating, kayaking, and/or canoeing, hiking in rough, steep terrain, riding a zip line, rappelling, climbing on a climbing wall, participating in basketball, volleyball, and other sports activities, starting and/or being near camp fires, and other common camp-related activities, and that accidents and injuries can occur while using the facilities and/or participating in activities at Quaker Meadow Christian Camp, including serious and permanent personal injuries or death. The undersigned assumes full responsibility for any risk of bodily injury, death, or property damage arising out of my child's use of or presence at the facilities known as Quaker Meadow Christian Camp, or my child's participation in any Camp-sponsored or conducted activities, including, but not limited to, those described above.
6. Acknowledges and understands that Quaker Meadow and/or Quaker Meadow Staff may photograph or videotape my child in conjunction with my child's presence and participation at Quaker Meadow Christian Camp and that Quaker Meadow may use such photographs and/or videotapes in future Quaker Meadow Christian Camp program materials or other Quaker Meadow publications without compensation. The undersigned hereby expressly allows, and hereby waives any objection to, the photographing and/or videotaping of my child and hereby grants to Quaker Meadow and its successors, licensees, and assigns, the irrevocable and perpetual right (but not obligation) to use and publish, in its sole discretion, my child's likeness, photograph, and/or video image in future Quaker Meadow Christian Camp program materials, on the Quaker Meadow website, or in other Quaker Meadow publications. The undersigned further acknowledges and agrees that all such photographs and videotapes, and the works in which they are used, are and shall be the sole and exclusive property of Quaker Meadow and/or its successors, licensees and assigns.
7. Agrees that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all claimed wrongful acts of Quaker Meadow, whether sounding in tort, contract, or other legal theory and is intended to be as broad and inclusive as is permitted by the law of the State of California. The undersigned further agrees that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. This covenant is intended by the parties to be a waiver of California Civil Code Section 1542 which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor."

I have read, fully understand, and voluntarily sign this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, and further agree that no representations, statements, or inducements of any kind, apart from the foregoing written Agreement, have been made.

Signature of Parent or Guardian

Address

Name of Parent or Guardian

Date

Child's Name: _____ Male / Female

Home Phone: _____ Email: _____

Other Phone #1: _____ Other Phone #2: _____

Emergency Contact: _____ Relationship: _____