



YMCA Camp Kern

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Acknowledgement of Risks Assumption of Risk & Responsibility & Release of Liability

EACH INDIVIDUAL GROUP MEMBER, YOUTH & ADULT, MUST HAVE A SIGNED WAIVER. PLEASE READ CAREFULLY.

This Camp Kern Activities Acknowledgment, Liability Waiver & Release Agreement (“Agreement”) is between the YMCA of Greater Dayton, an Ohio not-for-profit corporation (“YMCA”) & its affiliated branches, & the Camp Kern Participant (“Participant”), for itself & its heirs, assignees, & next of kin. Participant acknowledges there are risks in any adventure, sport, or program involving physical exertion & risk taking, or programs associated with the outdoors that are inherent in the activity. Participant understands & agrees that by participating in the Camp Kern program of activities including but not limited to those identified in ‘Exhibit A.’ Participant will be involved in activities including, but not limited to, problem-solving, team-building initiatives, ropes course, & other activities that will require physical exertion.

ACKNOWLEDGEMENT OF RISKS: Participant acknowledges & agrees that the risks set out above, as well as other natural hazards, do exist, that although the activities may be strenuous, injuries or medical complications may occur, certain foreseeable & unforeseeable events unique to each individual activity can contribute to the unpredictability of the activity, that balance & physical coordination can affect the occurrence or severity of accidents or falls, & that if Participant has questions about specific risks or hazards, Participant will communicate those questions to a YMCA employee before participating in any activity.

ASSUMPTION OF RISK: In recognition of the inherent risks of the activity which Participant, & any minor children for which Participant is responsible, will engage in, Participant confirms that he or she is (& said minor children are) physically & mentally capable of participation in the activity & using required equipment. Participant hereby assumes complete responsibility for risk of bodily injury, death, or property damage arising from Participant’s presence & participation in any activities at Camp Kern, including but not limited to use of facilities or equipment, regardless of whether such harm is due to the sole or partial negligence of YMCA, its directors, officers, employees, agents or volunteers (“Released Parties”). Specific risks Participant assumes include, but are not limited to, personal injury, accidents or illnesses, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, scrapes, abrasions, contusions, dehydration, oxygen shortage, exposure or altitude sickness, head, neck or spinal cord injuries, animal attack or insect bite, injury caused by the discharge of a weapon, shock, paralysis or death. Participant acknowledges & accepts that if he/she experiences fatigue, dizziness, chills or other similar condition, it may diminish reaction time & increase the risk of an accident.

Participant recognizes that the YMCA will operate at all times in good faith & fair dealing, but that it may become necessary to terminate any activity due to acts of God, medical necessity, or other problems, & may also refuse or terminate the participation of any person incapable of meeting the requirements of participation in a particular activity. Participant accepts the YMCA’s ability to do this & agrees that no guarantees or promises have been made that are not part of this Agreement to the contrary. Participant agrees he or she has a duty to disclose known or emerging conditions that may affect Participant’s ability to engage in activity.

Participant hereby authorizes any medical treatment deemed necessary in the event of injury while participating in the Program. Participant has appropriate insurance or, if not insured, Participant agrees to pay all costs of rescue & any medical services that may be rendered or incurred on Participant’s behalf. Participant also authorizes the use of photographs, video & audio recordings of Participant’s activities at Camp Kern to be used in marketing, educational, or other purposes.

Camp Kern Activities Acknowledgment, Liability Waiver & Release Agreement

RELEASE: In consideration of services or property provided, Participant, for myself & any minor children for which Participant is a parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns does hereby release the Released Parties for any loss or damage, & any related claims or demands for injury to person or property, including death of any person, whether or not caused by negligence of the Released Parties, & waives any claims Participant may have against Released Parties.

Participant agrees to indemnify, defend, & hold harmless each of the Released Parties from any loss, liability, damage or cost Participant may incur arising from participation in Camp Kern, including but not limited to use of YMCA equipment, regardless of whether such harm is caused by the sole or partial negligence or fault of Released Parties.

Group Name: _____

Participant Name: _____ Participant Signature: _____

Participant Address: _____ Email Address: _____

If participant is under 18 years of age, a parent/guardian's name, signature & other details are required below:

Parent/Guardian Name / Signature: _____ / _____

Parent/Guardian Address (if different from above): _____

Emergency Contact Name / Contact Number: _____ / _____

Insurance Carrier or Provider: _____

Medical Restrictions / Known allergies: _____

YMCA CAMP KERN PROGRAMS & ACTIVITIES (EXHIBIT A)

- Pony Ride
- Trail Ride
- Equine Activities
- Paintzone Paintball
- Archery
- BB Gun Activities
- Canoeing
- Fishing
- Climbing Wall
- Tango Tower
- Obstacle Course
- Mine Shaft
- High Ropes Course
- Giant Swing
- Low Ropes
- Hiking
- Swimming Pool
- Nature Center Interaction with Animals
- Arctic Dash
- Double Zipline
- General camp activities for summer and