

# The Day Camp At Plum Creek

550 Center New Texas Rd / Pittsburgh, PA 15239  
412-793-4525 / www.DayCampAtPlumCreek.org

Participant's Name \_\_\_\_\_

Date: \_\_\_\_\_

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

### Please read and be certain you understand the implications of signing.

**Warning:** There are significant elements of risk in any adventure, sport, activity, or training associated with rock climbing, a climbing wall, zip line, ropes course or mountain boarding (referred herein as "activity"), and the use of any equipment.

**Acknowledgement of Risks:** I recognize the fact that there is an inherent danger in this type of activity even though safety systems are provided. These risks may result in serious injury or death, and include but are not limited to: 1.) Falls; 2.) Risk associated with climbing up or down; 3.) Equipment failure; 4.) A camper's physical coordination, sense of balance, decision making, and the ability to follow or give instructions; 5.) Failure on my part as a camper, or parent or guardian to disclose a medical condition and/or physical activity concern that I may have regarding either myself or my camper's suitability to participate in proposed camp activities.

I also acknowledge that certain foreseeable and unforeseeable events can contribute to the unpredictability of the activity, that personal property may be damaged or lost, and that wearing appropriate clothing and footwear are basic safety precautions.

**Express Assumption of Risk and Responsibility:** In recognition of the inherent risks of the activity which either I or any minor children for which I am responsible will engage in, I affirm that I, or any minor children for which I am responsible, are physically and mentally capable of participating in the activity and/or using equipment. I realize that it is my responsibility as a camper, or as a parent or guardian, to inform the facilitator or camp director of any medical condition and/or physical activity concern that I may have regarding either myself or any minor children for which I am responsible, and to limit my own participation or that of any minor children for which I am responsible in any way that I deem appropriate. I participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death, and any expenses as a result of my negligence or the negligence of any minor children for which I am responsible. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accident and or illnesses, including, but not limited to sprains, torn muscles and or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes and abrasions; spinal injuries; animal bite or attack; insect bite or allergic reaction; shock; paralysis and/or death; and acknowledge that during the activity that I, or any minor children for which I am responsible, may experience fatigue, chill and/or dizziness that may diminish my reaction time, or that of any minor child for which I am responsible, and increase the risk of an accident.

**Covenant of Good Faith:** I recognize that the Day Camp at Plum Creek, as provider of services, will operate under a covenant of good faith and fair dealing; that you may find it necessary to terminate an activity due to forces of nature; medical necessities or problems in the group; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety or myself, any minor children for which I am responsible, and/or other participants. I acknowledge that no guarantees have been made with respect to activity objectives.

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**Authorization:** I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate insurance, or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf, or for any minor children for which I am responsible.

I \_\_\_\_\_ as Parent, Guardian, temporary Guardian with legal responsibility for \_\_\_\_\_ (the camper "Participant"), do hereby acknowledge that I have been fully informed of the activities offered by the Day Camp at Plum Creek ("Day Camp"). These activities are physically demanding and involve the use of equipment requiring balance and physical strength. There are inherent hazards and risks associated with the activities offered by the Day Camp which include, but are not limited to risk of injury from the activity and equipment utilized, including the potential for permanent disability and death.

## Release of Liability

In consideration for the Participant being permitted to participate in the activities offered by the Day Camp, I, on behalf of the Participant and myself as Parent, Guardian, temporary Guardian with legal responsibility for the Participant, hereby agree as follows:

1. I hereby release, hold harmless and indemnify the Day Camp, its officers, directors, employees, representatives, agents and volunteers from all liability and responsibility for any claims or causes of action for personal injury, property damage or wrongful death arising from activities in which the Participant engages at the Day Camp whether caused by active or passive negligence. The risk for the activities at the Day Camp is specifically assumed by the Participant.

2. I am not relying on any oral or written representation or statements made by the Day Camp, its officers, directors, employees, representatives, agents and volunteers other than what is set forth in this Agreement.

3. This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENTS. MY SIGNATURE ON THIS DOCUMENT IS ALSO INTENDED TO BIND MY HEIRS, REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

\_\_\_\_\_  
Signature of Camper/Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Sign (Signature of Parent or adult legal Guardian if participant is a Minor.)

\_\_\_\_\_  
Please Print Name