

DAN HEBERT CAMP HOPE
LIABILITY RELEASE, WAIVER AND ASSUMPTION OF RISK AGREEMENT

In consideration for permission to attend Dan Hebert Camp Hope (“DHCH”) and participate in DHCH activities (“Camp Activities”), the undersigned agrees to the following:

1. ASSUMPTION OF RISK

The undersigned guardian of _____ (“Camper”), a minor, represents that Camper is physically sound, and has medical approval to attend DHCH and participate in Camp Activities, which include, without limitation, hiking, swimming, sports, games and other activities, which are hazardous and can result in physical or emotional injury, paralysis or DEATH of Camper, as well as property damage or injury to third parties. The undersigned represents that Camper has had a medical evaluation prior to attending DHCH. If Camper has not had a medical evaluation and obtained medical approval to attend DHCH and participate in Camp Activities, the undersigned assumes the risk of Camper’s medical condition not being adequate to participate at DHCH or in Camp Activities. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED VOLUNTARILY AND FREELY CHOOSES TO ASSUME ALL RISKS AND DANGERS OF CAMPER’S PARTICIPATION AT DHCH AND IN CAMP ACTIVITIES ON BEHALF OF CAMPER.

Undersigned’s Initials

2. ACKNOWLEDGMENT

The undersigned acknowledges that Camper’s attendance at DHCH and in Camp Activities is voluntary, and involves known and unknown risks which could result in physical or emotional injury, paralysis or DEATH of Camper, as well as property damage or injury to third parties. The undersigned understands that such risks cannot be eliminated without removing the essential character of DHCH and the Camp Activities. Some of these risks include, without limitation, physical injury, exposure to harsh weather and temperature, the presence of insects and wildlife, heat or sun related injuries including sunburn, sunstroke and dehydration, broken bones, and other risks and hazards. The undersigned expressly agrees and promises to accept and assume all of the risks of attending DHCH and participating in Camp Activities on behalf of Camper, and that the undersigned is willing to assume and bear the costs of all risks that may be created by any known or unknown medical or physical condition of Camper. The undersigned expressly agrees and voluntarily assumes all risks of loss, damage or injury, including DEATH, that may be sustained by Camper or to any property arising out of or in connection with DHCH or the Camp Activities.

Undersigned’s Initials

3. RELEASE FROM LIABILITY

The undersigned hereby agrees for him/herself, his/her heirs, executors, administrators, successors and assigns to release, waive, discharge, relinquish and release DHCH from any and all liabilities, claims, demands, actions and causes of action for ordinary negligence, personal injury, property damage or wrongful death occurring to Camper that may arise as a result of Camper attending DHCH and/or engaging in Camp Activities.

Undersigned’s Initials

4. PROMISE NOT TO SUE

THE UNDERSIGNED, BY SIGNING THIS AGREEMENT, AGREES NOT TO SUE DHCH FOR ANY ACTIONS, CLAIMS OR DAMAGES, DAMAGES IN LAW OR REMEDIES IN EQUITY OF WHATEVER KIND, AND TO EXEMPT AND RELIEVE DHCH FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CLAIMS CAUSED BY THE NEGLIGENCE OF DHCH OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Undersigned’s Initials

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5. INDEMNITY AGREEMENT

The undersigned agrees for his/herself and his/her heirs, not to sue DHCH and to indemnify and hold DHCH harmless from any loss, claim, action, or proceeding initiated by me or another person or entity, including demands, judgments, costs, loss of services, expenses, or attorneys' fees and costs from activities discussed in this agreement.

Undersigned's Initials

6. CONTINUATION OF OBLIGATIONS

The undersigned agrees for his/herself and his/her heirs, that all of the provisions of this agreement shall continue in full force and effect now and at all future times when Camper is attending DHCH or involved in Camp Activities. In the event of any dispute or controversy over this agreement, its interpretation, application or expiration, the dispute and/or controversy will be resolved by binding arbitration proceedings conducted by the American Arbitration Association ("AAA") in San Diego, California, pursuant to the commercial arbitration AAA rules then in effect.

Undersigned's Initials

By signing this agreement, the undersigned acknowledges that "DHCH" includes all agents, employees and volunteers of DHCH.

This agreement shall be governed by and construed in accordance with the law of the State of California.

The undersigned hereby understands and agrees that all of the undersigned's and all of Camper's rights under Section 1542 of the California Civil Code are expressly waived by this agreement and this agreement releases all injuries, damages or losses to the person and property, real or personal, whether known or unknown, foreseeable, unforeseeable, which he/she may have against another party or party also hereby released.

BY SIGNING BELOW, the undersigned attests that (i) he/she has **carefully read and fully understands** the entire contents of this agreement, (ii) understands that this agreement is a **Release of Liability, Assumption of Risk, Promise Not to Sue and Indemnity agreement** and (iii) signs this agreement of his/her own free will on behalf of Camper.

The undersigned must complete ALL fields below:

CAMPER:

Signature: _____
Camper's Name: _____
Relationship to Undersigned: _____
Date of Birth: _____

GUARDIAN:

Signature: _____
Print Name: _____
Date: _____
Phone: _____
Address: _____

Additional emergency contact and phone:

