



Ability First Camp Paivika 2010

VOLUNTARY RELEASE, ASSUMPTION OF RISK/AGREEMENT NOT TO SUE Individual, Parent, Guardian or Conservator: Please sign and initial

I, _____ agree and authorize my child/self _____ to participate in a trip to and overnight stay at Camp Paivika, Crestline, California 92325, a camp at an altitude of 5,365 feet, between the dates of January 1st, 2010 and September 30th, 2010, where my child/I may participate in short hikes, adaptive sports and recreational games, lake trips, swimming, horseback riding and overnight camp outs (per signed authorization to participate in indicated activities). I further agree and authorize my child/myself to engage in activities and/or programs in areas other than the camp site, and to be transported in agency and/or rental vehicles.

I understand that my child's/my participation in the above-described activities (the "Activities") will be voluntary and that these Activities may involve certain risks and dangers. Certain aspects of the Activities, and camping in general, are physical and may be dangerous. In addition, the hazards and risks of the Activities may include, but are not limited to, the following: traffic or other accidents while being transported to or from the Activities; latent or apparent defects or problems in equipment provided by AbilityFirst, Camp Paivika, other sponsors or outside service providers; acts of other participants in the Activities (including from the failure of other participants to follow instructions or obey safety regulations); weather conditions (including unforeseen, inclement or intemperate weather); consumption of food and drink; fire; first aid, emergency treatment or other services rendered. In consideration of being allowed to participate in these Activities, I hereby voluntarily on behalf of myself and my child and our respective heirs, executors, guardians, legal representatives, administrators and assigns (collectively, "Releasers"):

PLEASE INITIAL NEXT TO EACH NUMBERED ITEM

___ 1. Certify that my child is/I am fully capable of participating in the Activities as authorized by me on the Consent And Agreement Form. I know of no reason, health-related or otherwise, why my child is/I am not capable of participating in the Activities. I accept full responsibility for any injuries or illnesses that my child/I may suffer during the Activities, including, but not limited to, those resulting from any pre-existing medical condition. In the event my child is/I am under the care of a healthcare practitioner, I have consulted with that practitioner and obtained his or her consent to my child's/my participation in the Activities and hereby confirm to AbilityFirst that my child's/my practitioner approved his or her/my participation in the Activities.

___ 2. Release, discharge, covenant not to sue, and waive any and all causes of action against AbilityFirst, Camp Paivika and their respective affiliates, directors, officers, staff, insurers, volunteers, agents and assigns (such organizations and their respective representatives are hereinafter collectively referred to as the "Released Parties") from any and all liability or expense (including but not limited to attorneys fees) to the Releasers for any and all harm, loss, personal injury, property damage, or death, and any and all claims, actions, causes of action or demands therefore, that may arise during, or develop in the future as a result of my child's/my

participation in or attendance at the Activities, whether caused by the negligence of the Released Parties or otherwise. I agree that this release and waiver shall apply to any incident, injury, accident or death associated with the Activities.

___ 3. Agree that under no circumstances will the Releasors prosecute, present or otherwise pursue any claim against or sue for personal injury, property damage, theft of property or wrongful death against any of the Released Parties arising from or relating to my child's/my travel to and/or participation in the Activities and released in Section 2 hereof.

___ 4. Understand that my child's/my participation in the Activities is entirely voluntary. I have been given the opportunity to talk to AbilityFirst about the Activities. With knowledge of the risks and dangers, which may include property damage, serious injury or death, I hereby agree to accept any and all such risks and dangers. Any injuries or other harm that my child/myself incurs during or as a result of the Activities are my responsibility to be claimed through my health plan or paid by me in the absence of a plan or plan coverage.

___ 5. Agree that if any claim for my child's/my personal injury, property damage or wrongful death shall be prosecuted against any of the Released Parties resulting from or related to the Activities, I shall indemnify and hold harmless the Released Parties, and each of them, from any and all claims, actions, causes of action, loss, liability or expense (including but not limited to attorneys fees) by whomever and wherever made or presented in connection with my child's/my personal injuries, property damage or wrongful death.

___ 6. I am not an agent of the Released Parties and no oral representations or promises have been made to me to sign this document. This document is governed by California law; if any portion of this document is held invalid, it is agreed that the balance of it shall continue in full force.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PARTS OF THIS DOCUMENT. I UNDERSTAND IT IS A LEGALLY BINDING CONTRACT AND IT IS A RELEASE AND WAIVER OF CLAIMS OR RIGHTS TO FILE A LAWSUIT OR OTHERWISE RECOVER FROM THE RELEASED PARTIES, INCLUDING CLAIMS OF ANY SORT FOR BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. I ASSUME ALL RISKS INHERENT IN THE ACTIVITIES MY CHILD/I WILL PARTICIPATE IN; INCLUDING THE TRANSPORTATION RELATED TO THE ACTIVITIES AND ANY ACTIVITIES AS AN ADJUNCT THERETO. I HAVE VOLUNTARILY SIGNED MY NAME EVIDENCING MY ACCEPTANCE OF ALL THE TERMS CONTAINED IN THIS VOLUNTARY RELEASE, ASSUMPTION OF RISK AND AGREEMENT NOT TO SUE ON BEHALF OF MYSELF, MY CHILD AND ALL RELEASORS.

Date _____

Campers over the age of 18 who are not conserved:

Name (printed) _____ Signature _____

Or if camper is under the age of 18 or is a conserved adult:

I, am the legal parent, guardian, or conservator of: _____

Name (printed) _____ Signature _____