

# **RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Skate Camp Midwest (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with Skate Camp Midwest, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Skate Camp Midwest for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children. Initial below to acknowledge section.

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IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER SKATE CAMP MIDWEST FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH SKATE CAMP MIDWEST, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING: 1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Skate Camp Midwest and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives,

assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Skate Camp Midwest. Initial below to acknowledge section.

**2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any, loss, liability, damage or cost they may, incur due to the presence of the undersigned or such children in, upon or about Skate Camp Midwest premises or in any way observing or using any facilities or equipment of the Skate Camp Midwest or participating in any program affiliated with the Skate Camp Midwest whether caused by the negligence of the releasees or otherwise. Initial below to acknowledge section.

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**3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Skate Camp Midwest. Initial below to acknowledge section.

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**4. THE UNDERSIGNED HEARBY GIVES CONSENT** for my child to be taken offsite by Skate Camp Midwest staff for the purpose of day hikes, overnight backpacks, and special events as outlined in the program descriptions. Further, the undersigned gives consent for my child to be taken off site by Skate Camp Midwest staff for emergency treatment if parents/legal guardians are unavailable, or in the event of emergency evacuation.

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**5. THE UNDERSIGNED HEARBY AFFIRMS THAT** the health history provided for the camper indicated is correct and accurately reflects the health status of the camper to whom it pertains. Further, the undersigned understands that the information on the

health history form will be shared on a “need to know” with camp staff. I, the undersigned, give permission for my child to receive first aid from camp staff certified in first aid and CPR or who hold a higher certification. The undersigned further gives permission to photocopy this form. In addition, the camp has permission to obtain a copy of my child’s health record from providers who treat the camper indicated and that these providers may talk with the program’s staff about my child’s health status. If I, the undersigned, cannot be reached in an emergency, I, the undersigned, give my permission to the physician to hospitalize and secure proper treatment for the child indicated. I give permission to the medical personnel selected by the camp to order x-rays, routine tests, and treatment related to the health of the child indicated for routine health care and in emergency situations. The person described has permission to participate in all camp activities except as noted by me. Initial and note any regular camp activities not allowed:

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6. THE UNDERSIGNED HEARBY GIVES CONSENT to the use of my child's image in photos taken by designated camp staff for the purpose of sharing camp memories in places including but not limited to: Skate Camp Midwest website, annual brochure, reports to board members and donors, social media such as Facebook, Instagram, and Smugmug. In the case of children who would be put at risk by a photo being seen by an estranged family member or other extreme circumstances, we allow an exception with the submission of: 1.) An official letter or email from the camper's legal parent/guardian; 2.) Three photos of the child including two close ups and one head-to-toe (for the purpose of eliminating photos with your child in them) 3.) A complete physical description of your child. 4.) A description of the circumstances surrounding the exception. All can be emailed to [info@skatecampmidwest.com](mailto:info@skatecampmidwest.com) Initial below to acknowledge the photo release, indicate “special circumstances” if they apply.

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**7. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Initial below to acknowledge section.**

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**8. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. Initial below to acknowledge section.**

**Date** \_\_\_\_\_

**Parent/Legal Guardian 1**

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Parent/Legal Guardian 2

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**Name of Camper**

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