

CAMPWAY PARTICIPANT INFORMATION FORM & LIABILITY AND PHOTO RELEASE

DISCLOSURE

CampWay is a completely separate entity from Friendly Pines Camp. CampWay is operating 100% independently of Friendly Pines Camp. CampWay's programs involve a variety of activities that often include warm-ups, games, group initiative problems, high and low ropes course elements, 32-foot climbing wall, and other rigorous physical adventure activities. (The level of participation in a CampWay program activity is at all times completely up to the individual's choice). Yet, there is a risk that must be assumed by each participant, that he or she may suffer emotional or physical injury, permanent or temporary disability, and death. Policy for participants in all CampWay programs expects that every participant has health/accident insurance coverage. In addition, certain health/medical information must be known to the instructor(s) conducting programs, so that they are prepared to respond appropriately if the need arises.

I understand that this activity contains certain risks including but not limited to uneven terrain, standing and moving water, forested and other areas that may result in wildlife encounters including mammals, reptiles and insects that could result in infections and various insect-transmitted diseases. In addition, there are certain unavoidable risks associated with various activities such as collisions, being struck by wayward objects such as balls and other equipment, and other risks. I am aware of these risks, and I am assuming them on my behalf. To the fullest extent permissible under law, I agree to waive and to release camp from any and all claims, suits, causes of action, judgments or settlements for injuries, up to and including death, loss of property and any and all other damages of any nature whatsoever arising out of my use of camp facilities or engaging in other activities at camp. Having read this agreement in full I enter into it with full knowledge of its consequences. Please complete the form and return it to CampWay prior to participating in any activities.

Name(s): _____ DoB: _____

Do you have any limiting physical disabilities or handicaps (temporary or permanent) that could hinder your ability to perform any of the activities stated above with or without reasonable accommodations? (NO / YES). If yes, identify and explain:

_____ Are you currently taking medication (prescribed or otherwise, e.g. cold medicine)? (NO / YES) If yes, state what you are taking, and what condition it is for: _____

_____ Do you have any allergies, reactions to medications, or any other medical limitations? (NO / YES) If yes, identify and explain:

_____ Do you have any dietary restrictions ? (NO / YES) If yes, identify and list any and all allergies, or restrictions: _____

APPROPRIATE CLOTHING FOR ROPES COURSE PROGRAM

Ropes Course: Every participant must wear closed toe shoes, warm clothing, and no jewelry. Rain gear is recommended because weather is sometimes unpredictable. If shorts are worn please make sure they are an appropriate length and do not reveal undergarments.

MUTUAL INDEMNIFICATION

CampWay hereby releases the participant from liability and agrees to indemnify, defend and hold harmless the participant from any loss, damage, personal injury, death or property and or other damage if due to CampWay's negligence and that of its employees and agents. CampWay agrees to indemnify, defend and hold harmless the participant against damages, costs, expenses, attorney fees, and judgment due to CampWay's negligence, or negligence of CampWay's employees and agents, while on camp facility or during an off-site program. The participant hereby releases CampWay from liability and agrees to hold harmless CampWay from any loss, damage, personal injury or death resulting from the participant's negligence, and the participant assumes full responsibility for the risk of bodily injury, death or property damage if due to the participant's negligence and that of its employees and agents. The participant agrees to indemnify and defend CampWay against damages, costs, expenses, attorney fees, and judgment due to the participant's negligence or negligence of the participant's employees and agents, while on camp facility or during an off-site program. The participant hereby releases Friendly Pines Camp from liability and agrees to hold harmless Friendly Pines Camp from any loss, damage, personal injury or death resulting from the participant's negligence, and the participant assumes full responsibility for the risk of bodily injury, death or property damage if due to the participant's negligence and that of its employees, agents and lesses.

RELEASE OF LIABILITY

I understand that parts of the CampWay Challenge Program may be physically or emotionally demanding. I affirm that my health is good, and that I am not under a physician's care for any undisclosed condition that bears upon my fitness to participate in CampWay activities. I recognize the inherent risk of injury or disability in CampWay activities. I understand that each participant must assume the risk of physical injury that could result from any of these activities. I release CampWay LLC and Friendly Pines Camp Inc. and its staff members, Directors, and related personnel, from all liability for any injury to me from participating in CampWay activities. I understand that these terms shall serve as a release of liability from my heirs, executors, administrators and for all members of my family. I further agree that any dispute or cause of action arising between the Participant and CampWay, whether out of this agreement or otherwise, can only be brought in the Yavapai County Superior Court located in Yavapai County, Arizona, and shall be construed in accordance with the laws of Arizona.

COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. CampWay has put in place preventative measures to reduce the spread of COVID-19; however, CampWay cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participation in camp programs could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

___ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that there is a risk of becoming exposed to or infected by COVID-19 at CampWay.

___ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at CampWay. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless CampWay, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CampWay, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at CampWay.

___ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. ___ INITIALS I agree that to the best of their ability my child will follow all camp safety guidelines laid out by CampWay and will attempt to practice safe social distancing and clean hygiene at all times during their participation at CampWay. Failure to comply with provided safety guidelines may result in your child's expulsion from camp.

PHOTO RELEASE

I hereby grant CampWay permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the CampWay and will not be returned. I hereby irrevocably authorize the CampWay Camp to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. I hereby hold harmless, release, and forever discharge CampWay from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Date: _____ Participant's Signature (if at least 18 years old): _____
Parent/Guardian's Signature (if under 18 years old): _____
Participant's Address: _____
City, State, Zip: _____ Home Telephone #: _____
_____ Business #: _____
Dietary Restrictions: _____

PERSON TO BE CONTACTED IN CASE OF EMERGENCY:

Name: _____ Relationship to participant: _____
Home Telephone #: _____ Business #: _____

DATE OF PROGRAM: _____ GROUP NAME: _____