<u>CAMP HELAMAN</u> USE OF FACILITIES AGREEMENT & ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

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Who is sponsoring the activity: _____

What is the Activity:

I AGREE to the following rules and conditions when using Camp Helaman:

- 1. Permission from the board of directors is given by phone, email, text, or in person for the activity.
- 2. No tobacco, alcohol, drug use, or illegal activities are allowed on the property.
- 3. No starting of fires without owner permission.
- 4. No driving or parking on the grassy areas (except in the parking lots where some grass is growing).
- 5. No climbing on structures or damaging any structure.
- 6. No throwing rocks or sticks on the grass or at other people.
- 7. No damaging trees (including picking the fruit).
- 8. I or my group will pay for, repair, and/or replace anything that was damaged due to our use of the property.
- 9. Take all trash and items you brought with you when you leave. Leave the place cleaner than you found it.
- 10. All youth <18 must have a parent (or guardian) co-signer on this document and must understand the rules and return it to the above email or fax number.

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN ACTIVITIES OR EVENTS AT CAMP HELAMAN. This includes, by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the board of directors, and that it will govern my actions and responsibilities at said activities or events. In consideration of my application and permitting me to participate in these activities or events, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability Camp Helaman Inc., (which includes its board of directors, volunteers, and agents), including but not limited to, liability arising from the negligence or fault of the entity or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me. I acknowledge that Camp Helaman Inc., the board of directors, volunteers, and other agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity there.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE Camp Helaman Inc., from any and all liabilities or claims made as a result of my participation in activities or events at the Camp.

I acknowledge that these activities or events may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, and actions of other people. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during activities or events at this property.

This agreement & accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name

Age

Signature

Date

Parent name and signature (if participant is under 18 years old) Date

The parent or guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.