



## YMCA Camp Kern

### Acknowledgement of Risks

### Assumption of Risk & Responsibility & Release of Liability

**EACH INDIVIDUAL GROUP MEMBER, YOUTH AND ADULT, MUST HAVE A SIGNED WAIVER. PLEASE READ CAREFULLY.**

This Camp Kern Activities Acknowledgment, Liability Waiver and Release Agreement (“Agreement”) is between the YMCA of Greater Dayton, an Ohio not-for-profit corporation (“YMCA”) and its affiliated branches, and the Camp Kern Participant (“Participant”), for itself and its heirs, assignees, and next of kin. Participant acknowledges there are risks in any adventure, sport, or program involving physical exertion and risk taking, or programs associated with the outdoors that are inherent in the activity. Participant understands and agrees that by participating in the Camp Kern program of activities including but not limited to those identified in ‘Exhibit A.’ Participant will be involved in activities including, but not limited to, problem-solving, team-building initiatives, ropes course, and other activities that will require physical exertion.

**ACKNOWLEDGEMENT OF RISKS:** Participant acknowledges and agrees that the risks set out above, as well as other natural hazards, do exist, that although the activities may be strenuous, injuries or medical complications may occur, certain foreseeable and unforeseeable events unique to each individual activity can contribute to the unpredictability of the activity, that balance and physical coordination can affect the occurrence or severity of accidents or falls, and that if Participant has questions about specific risks or hazards, Participant will communicate those questions to a YMCA employee before participating in any activity.

**ASSUMPTION OF RISK:** In recognition of the inherent risks of the activity which Participant, and any minor children for which Participant is responsible, will engage in, Participant confirms that he or she is (and said minor children are) physically and mentally capable of participation in the activity and using required equipment. Participant hereby assumes complete responsibility for risk of bodily injury, death, or property damage arising from Participant’s presence and participation in any activities at Camp Kern, including but not limited to use of facilities or equipment, regardless of whether such harm is due to the sole or partial negligence of YMCA, its directors, officers, employees, agents or volunteers (“Released Parties”). Specific risks Participant assumes include, but are not limited to, personal injury, accidents or illnesses, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, scrapes, abrasions, contusions, dehydration, oxygen shortage, exposure or altitude sickness, head, neck or spinal cord injuries, animal attack or insect bite, injury caused by the discharge of a weapon, shock, paralysis or death. Participant acknowledges and accepts that if he/she experiences fatigue, dizziness, chills or other similar condition, it may diminish reaction time and increase the risk of an accident.

Participant recognizes that the YMCA will operate at all times in good faith and fair dealing, but that it may become necessary to terminate any activity due to acts of God, medical necessity, or other problems, and may also refuse or terminate the participation of any person incapable of meeting the requirements of participation in a particular activity. Participant accepts the YMCA’s ability to do this and agrees that no guarantees or promises have been made that are not part of this Agreement to the contrary. Participant agrees he or she has a duty to disclose known or emerging conditions that may affect Participant’s ability to engage in activity.

Participant hereby authorizes any medical treatment deemed necessary in the event of injury while participating in the Program. Participant has appropriate insurance or, if not insured, Participant agrees to pay all costs of rescue and any medical services that may be rendered or incurred on Participant’s behalf. Participant also authorizes the use of photographs, video and audio recordings of Participant’s activities at Camp Kern to be used in marketing, educational, or other purposes.

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**RELEASE:** In consideration of services or property provided, Participant, for myself and any minor children for which Participant is a parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns does hereby release the Released Parties for any loss or damage, and any related claims or demands for injury to person or property, including death of any person, whether or not caused by negligence of the Released Parties, and waives any claims Participant may have against Released Parties.

Participant agrees to indemnify, defend, and hold harmless each of the Released Parties from any loss, liability, damage or cost Participant may incur arising from participation in Camp Kern, including but not limited to use of YMCA equipment, regardless of whether such harm is caused by the sole or partial negligence or fault of Released Parties.

Group Name: \_\_\_\_\_

Participant Name: \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_ Date: \_\_\_\_\_

If participant is under 18 years of age, a parent/guardian’s signature is required.

Parent/Guardian: \_\_\_\_\_

Insurance Carrier or Provider: \_\_\_\_\_

Medical Restrictions: \_\_\_\_\_

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\_\_\_\_\_

**YMCA CAMP KERN PROGRAMS AND ACTIVITIES (EXHIBIT A)**

- Pony Ride
- Trail Ride
- Equine Activities
- Paintzone Paintball
- Archery
- BB Gun Activities
- Canoeing
- Fishing
- Climbing Wall
- Tango Tower
- Obstacle Course
- Mine Shaft
- General camp activities for summer and day programs
- Arctic Dash
- Double Zipline
- High Ropes Course
- Giant Swing
- Low Ropes
- Hiking
- Swimming Pool
- Nature Center Interaction with Animals