Camp Bear Track: Release of Liability and Warranty of Physical Fitness and Ability

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM AGREEING TO RELEASE CAMP BEAR TRACK, INCLUDING ITS TRUSTEES, EMPLOYEES, AND AGENTS FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.

I. Release of Liability

I understand that participating in Camp Bear Track activities is a privilege. In consideration of this privilege, I am signing this Release of Liability form.

I understand that by attending Camp Bear Track, I may participate in a number of activities some of which include but are not limited to horseback riding, water sports activities, obstacles/ropes course activities, motor vehicle activities, climbing and rappelling, bicycle riding, canoeing, and other games or athletic events. I understand that there are certain risks of physical injury or illness associated with these activities. In addition, I understand that there may be other risks associated with these activities of which I may not be presently aware.

By signing this Release, I expressly assume these risks whether such risks are known or unknown to me at this time. I further release Camp Bear Track, including its trustees, employees, and agents from any claim that I may have against them as a result of physical injury or illness incurred during my participation in Camp Bear Track activities. This release of liability shall include (without limitation) any claims for negligence or breach of warranty that I may have against Camp Bear Track or its employees or agents. This release of liability is also intended to cover all claims that members of my family or my estate, heirs, representatives, or assigns may have against Camp Bear Track, including its trustees, employees or agents except to the extent that a claim might be based upon the sole and exclusive negligence of Camp Bear Track. I further agree to defend, indemnify, and hold Camp Bear Track including its trustees, employees, and agents, harmless from liability resulting from my attendance at Camp Bear Track or participation in Camp Bear Track activities including reasonable attorney's fees and costs.

II. Warranty of Physical Fitness and Ability

I understand and acknowledge the physical nature of Camp Bear Track activities. I understand that participation in these activities requires a certain level of physical fitness and ability. By signing this release, I warrant that I am physically fit and able to participate in all Camp Bear Track activities, except from those activities in which I prefer not to participate that I have listed below.

This release shall be effective and binding upon Camp Bear Track and me. I have read this Release and understand its terms. I further represent that I am at least 18 years of age or, if I am under the age of 18, that my parent/guardian has signed this form in the "Consent" section below.

Participant's Signature _____ Date _____
Name (print) _____
Street/City/ST/Zip _____

Consent of Parent/Guardian:

I represent that I am the parent/guardian of _____, who is under 18 years of age. I have read the above Release of Liability form and am fully familiar with the contents thereof. In consideration for allowing my child/ward to participate in Camp Bear Track activities, I hereby consent to the foregoing on behalf of my child/ward and agree that this Release shall be binding upon me, my child/ward, heirs, legal representatives and assigns. I shall defend, indemnify, and hold Camp Bear Track, including its trustees, employees, and agents harmless from any liability asserted by my child/ward subsequent to his or her reaching majority, including reasonable attorney's fees and costs. I also warrant that my child/ward is physically fit and able to participate in all Camp Bear Track activities except for those activities, in which I prefer my child/ward not to participate, which I have listed below.

Parent/Guardian's Signature _____ Date _____
Name (print) _____
Street/City/ST/Zip _____

Activities in which I shall NOT participate
_____
_____