

Refreshing Mountain Camp, INC Liability Release Form for Facilities Use and for Activities

For Facilities Use

I, for myself and any minor child(ren) for whom I am parent, legal guardian, or otherwise responsible, grant my permission for myself and/or the minor child listed on this form below to participate in all activities as they pertain to the programming of the *Sponsoring Organization* with whom I and/or my minor child is attending RMC. I understand that the *Sponsoring Organization* has rented the facilities of RMC to host its own personal programming. As a result of the agreement between the *Sponsoring Organization* and RMC, the *Sponsoring Organization* has accepted all liability for the programming that it creates, and I understand that neither RMC, nor its principals, directors, officers, agents, employees, and/or volunteers, can be held liable for any injury that may result to my own and/or my minor child's person and/or property (including property damage, personal injury, illness, paralysis, and/or death) from the programming that is created by the *Sponsoring Organization*, exempting only injury that may result from negligence by RMC. The above referenced programming may include, but is not limited to, swimming, sledding, sports, hiking, etc.

For Activities Use

I acknowledge and accept that there are significant elements of risk in any adventure, sport, activity, or training that requires harnesses, belays and other safety equipment and that may involve hiking, climbing, and/or rappelling (i.e. the Climbing Wall, High Ropes Course, Climbing Tower, Leap of Faith, Zip lines, Giant Swing, Giant's Ladder, Low Ropes, Archery, Orienteering, Nature Studies, Physical Challenge courses, Group Initiatives, and other events referred to hereafter as "activities"), and the use of any equipment.

In consideration of being allowed to participate in any of the aforementioned activities at Refreshing Mountain Camp, INC. (hereafter RMC), I, for myself and any minor children for whom I am parent, legal guardian, or otherwise responsible and for my/our heirs, personal representatives or assigns, hereby acknowledge the risks of injury or damage (to property, personal injury and/or death) involved in participating in the activities at RMC. I further agree to require said minor to participate in all safety training and wear all safety equipment provided by RMC for any of the above activities.

I, for myself and any minor child(ren) for whom I am parent, legal guardian, or otherwise responsible, hereby release, acquit and forgive RMC, its principals, directors, officers, agents, employees, and volunteers ("Releases") from any and all liability of any nature for any and all injury or damage (including property damage, personal injury, illness, paralysis, and/or death) to me or said minor child(ren) as the result of my/our participation in the activities at RMC.

I, for myself and any minor child(ren) for whom I am parent, legal guardian or otherwise responsible, and for my/our heir(s), personal representative(s) or assign(s), also hereby expressly waive any claim, lawsuit, complaint, charge, or cause of action against RMC, its principals, directors, agents, employees and for any and all injury or damage, to me or any such minor child(ren) and other person(s) as a result of my/our participation in the activities at RMC.

I, for my/our heir(s), personal representative(s) and assign(s) also hereby expressly agree to indemnify and hold harmless RMC, its principals, directors, and employees, including costs, expenses and counsel fees, from and against all claims, lawsuits, complaints, charges or causes of action arising from the participation in the activities at RMC, and the activities for which this Release and Waiver Agreement is given.

I understand that RMC may not have medical personnel available at the site of the activity. I understand and agree that RMC is granted permission to authorize emergency medical treatment, if necessary. Further, I agree that RMC assumes no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment.

I approve this Release Form and agree to the terms stated herein.

Signature of Participant _____

Date _____

Signature of Legal Father, Mother, or Guardian if participant is under the age of 18 _____

Date _____

MEDICAL INFORMATION

Please list any/all of the following that may restrict participation of the individual in programming and/or activities: condition(s), illness or other injury, any allergies, any prescription medications being taken. If none, write NONE:

In case of emergency, please notify:

NAME _____ PHONE NUMBER (_____) _____

NOTE: Recommended Apparel for the activities should include long pants and closed-toe shoes with laces (no sandals). It is strongly recommended that all jewelry be removed and pockets emptied prior to participation in the activities (i.e. watches, rings, piercings, wallets, etc.). Jewelry with loops (i.e. earrings, etc) is strictly prohibited.