

## **PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK FORM**

Camp Fontanelle's facilitators have been trained by Tree Climbers International of Georgia. This technique of climbing has proven to be safe and effective with over 11,000 climbs without major incident.

In consideration of the services of Camp Fontanelle, their manager, directors, staff, board, volunteers, participants, employees, Nebraska Conference of the United Methodist Church, and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as Camp Fontanelle), I agree to release indemnify, and discharge Camp Fontanelle, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in tree climbing entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain and slips and falls, being struck by objects dislodged or thrown from above, the use of climbing ropes and equipment, the forces of nature, including lightning and rapid weather changes, the risk of falling out of the tree, the risk of exposure to insect bites, the risk of cold including hypothermia, my own physical condition and the physical exertion associated with this activity. Furthermore, Camp Fontanelle staff have difficult jobs to perform. They seek safety, but are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Camp Fontanelle from any and all claims, demands, or cause action which are in any way connected with my participation in this activity or my use of Camp Fontanelle's equipment or facilities, including any such claims which allege negligent acts or omissions of Camp Fontanelle.
4. Should Camp Fontanelle or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Camp Fontanelle, I agree to do it solely in the state of Nebraska, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law of rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Camp Fontanelle on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Address: \_\_\_\_\_ E-mail address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

### **PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) being permitted by Camp Fontanelle to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Camp Fontanelle from any and all claim which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_