

# Waiver and Release of Liability; Indemnification and Hold Harmless Agreement

Camper/Participant Name \_\_\_\_\_ Birthdate \_\_\_\_\_ Age at camp \_\_\_\_\_  
Last, First Middle

Home address \_\_\_\_\_  
Street Address, City, State, Zip or Postal Code

Custodial parent/guardian \_\_\_\_\_ Home Phone: \_\_\_\_\_

Home address \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Street Address City State Zip or Postal Code

This Waiver and Release of Liability; Indemnification and Hold Harmless Agreement (the “Agreement”) contains important information and provides for the release of significant legal rights related to participation by the Camper/Participant identified above in a day program operated by Plast Ukrainian Scouting Organization USA (“Plast”) to take place at Camp. The term “Camp” refers to the day’s activities to take place at **Schooley’s Mountain County Park in Long Valley, NJ between the hours of 8:30 am - 5:00 pm on June 4, 2017**. The term “Camper” or “Participant” refers to the participant in day activities and includes children participating in the camp program, counselors and adult volunteers. By executing this document the undersigned (i) agree to Camper’s participation in the Camp Program; (ii) acknowledge that participation involves a risk of injury or death to Camper; and (iii) agree to the limited release and indemnification provisions, all as more fully set forth below. The undersigned agree to all of this in exchange for Plast’s agreement to allow Camper to participate in Camp Program. This Agreement binds all parties who have executed this agreement, including the Camper/Participant, as well as Camper’s Parent(s) and/or Legal Guardian(s).

PLEASE REVIEW THE PROVISIONS BELOW CAREFULLY AS THEY INCLUDE IMPORTANT DETAILED INFORMATION REGARDING THE PROVISIONS OF THIS DOCUMENT.

**1) Acknowledgement of Risk.** Camper, Parent(s) and/or Legal Guardian(s) acknowledge and fully understand that there are inherent risks of serious injury or death associated with the day’s activities. Day activities may include but are not limited to hiking, backpacking, cooking on an open fire, construction and/or erection of tents, shelters and other camp structures, and other activities associated with the camp experience. These inherent risks include, but are not limited to: encountering natural dangers such as falling rocks or objects, irregular or uneven ground, unseen and unmarked objects, drowning or serious injury in and around water, including injuries due to subsurface conditions, exposure to cold water, water impurities and the like. Inherent risks also include acts or omissions of other campers, sunburn, rain or hail storms, tornadoes and the like, contact with plants, animals or insects, the risk of Camper engaging in unauthorized activities, Camper’s physical conditions or Camper’s own acts and omissions, conditions occurring on trails, roads, waterways or terrain, the administration and availability of first aid and emergency treatment and consumption of food or drink by Camper. Camper, Parent(s) and/or legal Guardian(s) further acknowledge that there may be other sources of risk that are not listed in this Agreement but nevertheless agree that such risks exist even if they are not specifically identified in this document.

**2) Camper Waiver of Rights and Release of Liability.** Camper, Parent(s) and/or Legal Guardian(s) hereby release, waive and discharge Plast Ukrainian Scouting Organization USA, its agents, employees, and volunteers from all loss damage, injury, or liability arising in connection with all Camp activities, use of Camp facilities and equipment. This waiver extends to, but is not limited to those risks described in paragraph #1 above, providing, however, that this waiver and release does not include loss, damage, injury, or liability, caused by the intentional or reckless acts of Plast, its agents and employees.

**3) Indemnification and Hold Harmless.** Camper, Parent(s) and/or Legal Guardian(s) further agree to indemnify and hold harmless Camp, its agents, employees and volunteers, from and against all losses, damages, monetary awards and expenses, including all costs and attorney's fees incurred by the indemnified parties in connection with any and all claims asserted against Plast, its agents, employees or volunteers, brought by Camper, Parent(s) and/or Legal Guardian(s), and their respective heirs successors, assigns and legal representatives for any injury, illness, disease death, or damage to or loss of property, arising in connection with Camp. Notwithstanding the foregoing, this indemnification and hold harmless does not extend to losses, damages, monetary awards and expenses caused by the intentional or reckless acts of Camp, its employees and agents.

**4) Photographs and Audio/Digital Recordings.** Camper, Parent(s) and/or Legal Guardian(s) further grant to Plast Ukrainian Scouting Organization USA the right to take photographs and audio/digital recordings of him or her while participating in any activities during the Camp and authorizes Plast Ukrainian Scouting Organization USA, its agents, employees and volunteers, to copyright, use and publish the photographs in print or electronically. The undersigned further agree that Plast may use such photographs for any lawful purpose including publicity, illustration, advertising, and website content and waive any right of compensation or ownership thereto. Your child's name or any other personal information will not be disclosed with the photograph.

**5) Miscellaneous.** The parties agree that the provision of this Agreement shall be deemed severable and that the invalidity or unenforceability of any one or more of the provision of clauses hereof shall not affect the validity and enforceability of the other provision or clauses hereof except as specifically set forth herein. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement is made pursuant to and shall be construed under the laws of the State where the Camp is taking place.

**6) Health Insurance.** I specifically represent that my child is enrolled in a health insurance plan, which will provide coverage for any injury or illness requiring medical attention that my child may suffer while participating in Plast activities. In the event of a medical emergency, I authorize any licensed physician or any practitioner at a licensed medical facility to provide such medical care to my son/daughter as they may determine is appropriate.

**Opportunity to Review and Discuss.** You are encouraged to carefully review the contents of this Agreement and take the time you feel necessary to review it. **DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.** You may wish to consult an attorney. If you wish to discuss and review any of the terms of this Agreement please contact the Plast National Board of Directors prior to signing and executing this Agreement. If you do not contact the Plast National Board of Directors prior to signing and executing this Agreement, Plast understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further discussions regarding the terms and conditions of this Agreement.

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY. IF YOU ARE UNDER 18 YEARS OF AGE, BOTH PARENTS/LEGAL GUARDIANS NEED TO SIGN.

\_\_\_\_\_  
Camper/Participant – sign and print name  
(only sign if you are 18 years of age or older)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian – sign and print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Legal Guardian – sign and print name

\_\_\_\_\_  
Date