

Release of Liability, Waiver, Indemnification, Consent to Medical Attention



I understand that all overnight camp and other recreational programs carry with them significant risks. Although Camp Concordia has taken reasonable and prudent steps to reduce foreseeable risks, they still exist. Accordingly, in exchange for my being allowed to participate in an overnight camp or recreational program or activity sponsored by Camp Concordia, I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. **Voluntary Participation.** I understand and confirm that my participation in the Program is voluntary.

2. **Identification of Risks.** I understand that there are certain dangers, hazards, and risks inherent in participation in the Program, including, but not limited to, climbing walls, inflatables, water games and events, outdoor games, and swimming, horseback riding, canoeing, archery tag, extreme sports, high adventure activities, sports, zip line, camp transportation, sleeping in tents or cabins, bathing and eating and other residential activities, and other athletic and recreational sports, all of which are regularly scheduled Program activities. I may voluntarily participate in some or all of these activities. I also understand that medical facilities or treatment may be inadequate or unavailable during portions of the Program. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death, and further may include the risk of exposure to COVID-19 (novel coronavirus). There may be other risks of participation in the Program, some of which may not be known or reasonably foreseeable at this time. I further understand that some of the premises, facilities, and equipment used in connection with the Program may not be owned, maintained, or controlled by Camp Concordia, but rather by the premises owners (i.e., horse trail rides). I understand that this Release of Liability, Waiver, Indemnification, and Consent is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of Camp Concordia or its directors, officers, employees, agents, volunteers, successors, or assigns (collectively, the 'Representatives'), including, but not limited to, risks created by the following: (a) the risk of exposure to COVID-19 (novel coronavirus); (b) my physical, emotional, and psychological limitations and/or discomfort; (c) the physical, emotional, and psychological limitations and/or discomfort of others; (d) the use and/or condition of premises on which various Program events occur; (e) the lack or inadequacy of policies, rules, or regulations with respect to the Program; (f) the failure of Camp Concordia or its Representatives to foresee or protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (g) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (h) the lack or inadequacy of supervision by Camp Concordia or its Representatives.

3. **Assumption of Risk.** I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program, including (but not limited to) its Recreational Activities and risks associated with exposure to COVID-19 (novel coronavirus). I accept personal responsibility for any liability, personal injury, or economic or noneconomic damages or loss in any way connected with my participation in the Program, including its Recreational Activities. I represent to Camp Concordia that I have health insurance that is adequate to cover treatment for any personal injuries I may sustain as a result of my participation in the Program, including (but not limited to) its Recreational Activities and **risks associated with exposure to COVID-19 (novel coronavirus).**

4. **Release and Waiver.** I release Camp Concordia and its Representatives to the fullest extent permitted by applicable law from any and all liability for, and waive any and all claims for, personal injury or economic or noneconomic damages or loss, including attorney's fees, in any way connected with my participation in the Program, including (but not limited to) its Recreational Activities and **risks associated with exposure to COVID-19 (novel coronavirus)**, even if caused in whole or in part by the negligent acts or omissions or other misconduct of Camp Concordia or any of its Representatives (a 'Claim'). This release does not apply to reckless or intentional misconduct of Camp Concordia or any of its Representatives. I am aware of MCL700.5109, which authorizes organizations such as Camp Concordia to obtain releases covering a minor's participation in a recreational activity, and I agree that this release is authorized by that statute.

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5. **Indemnification.** I agree to indemnify and to hold harmless Camp Concordia and its Representatives from any Claim, or any expense, including reasonable attorney's fees for the legal counsel of Camp Concordia's choice, in any way connected with a Claim, including the cost of defending any Claim released or waived by this instrument that I, or any member of my family, might make, or that might be made on my behalf, or on behalf of any member of my family.

6. **Binding Effect.** This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, and assigns and shall inure to the benefit of Camp Concordia and its Representatives.

7. **Consent to Medical Treatment.** I authorize Camp Concordia and its Representatives to provide to me, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Program. This consent does not impose a duty upon Camp Concordia or its Representatives to provide such assistance, transportation, or services.

8. **Policies and Exposure Notice.** I agree to abide by any policies and procedures established by Camp Concordia for participation in the Program, including policies and safety measures intended to mitigate exposure to COVID-19 (novel coronavirus), and to notify Camp Concordia immediately if I learn that I have, or may have been exposed to, or diagnosed with, COVID-19 (novel coronavirus), and I will immediately cease my participation in the Program upon receiving such information.

9. **Severability.** If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

10. **Applicable Law.** Because the Camp Concordia Program is located in the State of Michigan, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Michigan.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ AND UNDERSTAND ALL PARAGRAPHS OF THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

If the person participating in the Program is not yet 18 years old, one of his/her parents or legal guardians must sign:

In exchange for my child or ward being allowed to participate in the Program, and as the parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent. I further represent and agree that I am signing on behalf of, and as an agent for, any other individual who may be a parent or guardian of my child or ward, that I am fully authorized to do so, and that by executing this Release of Liability, Waiver, Indemnification, and Consent, I am binding myself, any other parent or guardian of my child or ward, and my child or ward.

Parent/Guardian Signature _____ Date _____
or Participating Adult/Adult Leader Signature