

**LIABILITY RELEASE for ADULTS [18 yrs or older]**

**2021 Spencer Lake Family Camp ~ June 27-July 4**

Spencer Lake Christian Center ~ Waupaca, WI

Spencer Lake Family Camp . PO Box 309 . Waupaca, WI 54981 . deb@wnmdag.org . 715.258.8118

Participant Name [PRINT]: \_\_\_\_\_ Date of Birth \_\_\_\_\_ Gender [M/F]: \_\_\_\_\_

**AGREEMENT FOR ASSUMPTION OF RISK, RELEASE, HOLD HARMLESS, AND INDEMNITY AGREEMENT**

I understand that I am being asked to read each of the following paragraphs carefully. I understand that if I wish to discuss any of the terms contained in this agreement, I may contact the camp director at 715-258-8118.

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**IN CONSIDERATION** of participation in the above activity on June 27-July 4 at the location above (herein the "Activity") I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations:

I hereby represent that (i) I am in good health and in proper physical condition to participate in the Activity; and (ii) I am not under the influence of any drugs, prescription or otherwise, which would in any way impair my ability to safely participate in the Activity. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activity.

I understand and acknowledge the physical rigors associated with the Activity and I understand that participation in the Activity involves risks and dangers which include outdoor activities in which participants may be subject to hazardous plants and bites from insects, ticks, mosquitoes, and spiders. Other activities include swimming (lake, including floating docks and beach inflatables such as blob, water slide, shallow water obstacle course), canoeing, kayaking, paddleboats (with the exception of swimming life jackets are required for all participants), BB gun range, team games such as basketball, volleyball, gagaball, bubbleball and others, recreational games (relay race style, tug-of-war, slip 'n' slide, etc.), which may involve water and mud. I hereby represent that Participant is in good health and in proper physical condition to participate in the above-referenced activities. Further, I certify that Participant is physically able and adequately trained to participate in such events, specifically swimming. I hereby understand and acknowledge the physical rigors associated with the above-referenced activities and understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; inaccessibility of medical care; dangers arising from adverse weather conditions; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of 2021 Spencer Lake Family Camp; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Activity, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Activity.

I also accept sole responsibility for my own conduct and actions while participating in the Activity, and the condition and adequacy of my equipment.

I understand and agree that if, during my participation in the Activity, 2021 Spencer Lake Family Camp becomes aware of any serious health issues, injuries, or any other situation that raises significant health or safety concerns, 2021 Spencer Lake Family Camp has my permission to contact my provided "emergency contact".

**A photocopy or facsimile of this consent and release shall be as valid as the original.**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**GENERAL RELEASE AND ASSUMPTION OF RISK:**

KNOWING THE RISKS DESCRIBED ABOVE, I AGREE, ON BEHALF OF MY FAMILY, HEIRS, AND PERSONAL REPRESENTATIVES, TO ASSUME ALL THE RISKS AND RESPONSIBILITIES, KNOWN AND UNKNOWN, SURROUNDING MY PARTICIPATION IN THE ACTIVITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, I RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY 2021 Spencer Lake Family Camp AND WISCONSIN AND NORTHERN MICHIGAN DISTRICT ASSEMBLIES OF GOD AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS, FROM AND AGAINST ANY PRESENT OR FUTURE CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES FOR INJURY TO PERSON OR PROPERTY, OR FOR ANY OTHER DAMAGE, WHICH I MAY SUFFER, OR FOR WHICH I MAY BE LIABLE TO ANY OTHER PERSON, RELATED TO PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITY (INCLUDING PERIODS IN TRANSIT TO OR FROM MY DESTINATIONS), RESULTING FROM ANY CAUSE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE ON MY PART OR ON THE PART OF ANY OF THE RELEASED PARTIES; PROVIDED THAT THIS RELEASE OF LIABILITY SHALL NOT APPLY TO GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, and acknowledge that I am giving up substantial legal rights by signing it (including the rights of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee. This Agreement represents the complete and entire understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I expressly waive any defense to the enforcement of any provision of this commitment arising from a claim of lack of consideration and warrant that this commitment constitutes a legal, valid, and binding obligation upon me enforceable against me in accordance with its terms.

I expressly agree that this assumption of risk, release, and indemnity agreement is intended to be as broad and inclusive as permitted by law. I further state that I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THIS AGREEMENT AS MY OWN FREE ACT.

I certify that I am age 18 or older. I understand and agree that no oral or written representations can or will alter the contents of this document. I agree that this agreement shall be governed by the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under or incident to this agreement or the above-described activities.

**I HEREBY ACCEPT THE ABOVE TERMS.**

**A photocopy or facsimile of this consent and release shall be as valid as the original.**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

