

YMCA CAMP KERN
ACKNOWLEDGEMENT OF RISKS
ASSUMPTION OF RISK AND RESPONSIBILITY & RELEASE OF LIABILITY
PLEASE READ CAREFULLY

Although precautions are taken to provide proper organization for your participation in our program, there can be no guarantee about absolute safety against injury and unforeseeable accident. There are elements of risk in any adventure, sport, or program involving physical exertion and risk taking, or associated with the outdoors (referred to herein as "activity"), and the use of any equipment for the activity. I understand that I may be involved in activities including, but not limited to problem-solving, team building initiatives, ropes course, and/or other physical activities. I acknowledge that I may decline to participate in any activity. Any participation will be voluntary.

ACKNOWLEDGEMENT OF RISKS: I recognize the fact there is an inherent danger in any activity which involves physical exertion or risk taking; that natural hazards do exist; that although the program may be strenuous, injuries or medical complications may occur; that certain foreseeable and unforeseeable events unique to each individual activity can contribute to the unpredictability of the activity; that balance and physical coordination may affect the occurrence of accidents or falls, and that I should ask about other potential hazards and recommend precautions and procedures.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participation in the activity and/or using equipment. I/we participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illnesses, including death. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur.

I assume the risk(s) of personal injury, accidents, and/or illness, including but not limited to, sprains, torn muscles, and/or ligament; fractured or broken bones; eye damage; cuts, wounds scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck and/or spinal injuries; animal or insect bite or attack; injury caused by discharge or any weapon; shock, paralysis and/or death; and acknowledge that during the activity, if I/we experience fatigue, chill and/or dizziness, it may diminish my/our reaction time and increase the risk of an accident.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to terminate any activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I will have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns do hereby release "YMCA CAMP KERN its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property and activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence).

Group Name: _____

Participant Name: _____

Date: _____

Participant Signature: _____

If participant is under 18, a parent/guardian's signature is required.

Parent/Guardian: _____

MEDICAL RESTRICTIONS: _____
