



## **Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in Camp Ketcha Programs, now or any time in the future.**

### **Acknowledgment of Risk**

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in camp activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with camp participation, including but in no way limited to: (1) slips, trips, and falls, (2) encounters with nature including toxic plants and animals, (3) aquatic injuries, and (4) athletic injuries. I further acknowledge that the preceding list is not inclusive of all possible risks associated with camp participation and that said list in no way limits the operation of this Agreement.

### **Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of \_\_\_\_\_'s participation in Camp Ketcha, I, \_\_\_\_\_, the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Camp Ketcha, its officers, agents, and employees (hereinafter "the Camp") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Camp on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Camp facilities/equipment or participation in Camp programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of the Camp, its agents and employees.

In consideration of the named minor's Camp participation, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS the Camp, its agents and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's Camp participation.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in Camp program participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating in Camp and that by signing this agreement I hereby, on behalf of myself and the named minor release the Camp, its agents and employees of all liability for such loss,

damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Camp.

I, in my legal capacity as parent/guardian of the named minor, expressly agree, on behalf of myself and the named minor, that this document is intended to be as broad and inclusive as permitted by the law of Maine and that if any portion of the document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Furthermore, I expressly agree that this document shall be governed by and interpreted in accordance with the laws of Maine and that Maine shall have exclusive venue to hear any and all disputes relating to or arising from this document.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. No oral representations, statements or inducement apart from the foregoing written agreement have been made.

IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

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Camp Participant Name (Print Clearly)

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Parent/Guardian Signature

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Parent/Guardian Name (Print Clearly)