

Adult Waiver, Release, and Indemnification Agreement

This Form Must Be Sent in ASAP or no later than Two Weeks Before Your Week at Camp



THIS RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, effective as of the date(s) set forth below, is made by and between _____ and Pine Springs Camp, Inc. and any and all person associated with its programs, activities and operations, including by way of illustration and not limitation, its officers, directors, employees, volunteers, agents, landowners, representatives and insurers ("Provider").

Name of Camper (Adult)

IN CONSIDERATION of Participant's participation in Provider's programs and activities and Provider's provisions of such programs and activities, together with other good and valuable consideration, it is expressly understood and agreed by and between Participant and Provider as follows:

1. Participant agrees and acknowledges that Participant is of legal age, has legal capacity, has fully and carefully read this Release, Waiver and Indemnification Agreement, and understands its purpose, content and legal effect.

WAIVER, RELEASE AND INDEMNIFICATION

2. Participant does hereby and forever assume full responsibility for and waive, release and discharge Provider from any and all liability for personal injury, death and/or property damage to Participant of any nature or from any cause whatsoever arising from or that is or may be occasioned by Participant's participation in Provider's programs and activities, such waiver, release and indemnification to be and remain effective as of any date and/or any circumstance, and irrespective of whether such programs and activities are supervised by Provider or are unsupervised by Provider; PROVIDED, HOWEVER, that notwithstanding such waiver, release and discharge, Participant does consent to and authorize Provider to provide medical and healthcare treatment by qualified healthcare persons to Participant in the event of personal injury to Participant arising from or that is or may be occasioned by Participant's participation in Provider's programs and activities.

3. Participant further understands, agrees and acknowledges that Participant shall save, hold harmless and indemnify Provider of and from any and all liability claimed or that could be claimed by Participant for personal injury, death and/or property damage to Participant of any nature or from any cause whatsoever arising from or that is occasioned by Participant's participation in Provider's programs and activities, and irrespective of whether such programs and activities are supervised by Provider or are unsupervised by Provider.

4. Participant further understands, agrees and acknowledges that this Waiver, Release and Indemnification Agreement shall be and remain effective as to any and all claims, demands, causes of action and like matters, including by way of illustration and not limitation claims of negligence, and that, as of any date and/or circumstance, it is and shall remain legally binding, operative and effective as to Participant and Participant's heirs, beneficiaries, personal representatives and assigns.

ACKNOWLEDGMENT OF RISK

5. Participant further agrees, understands and acknowledges that, by reason of the nature of Provider's programs and activities and the natural surroundings in which the programs and activities occur, and even with safety systems utilized by Provider, participation in such programs and activities involves inherent risks of personal injury, death and/or property damage, including by way of illustration and not limitation:

- (a) Natural terrain and/or flooring surfaces (e.g., slips, trips and falls);
- (b) Other natural conditions (e.g., falling trees or limbs, adverse weather conditions and steep, uneven or unstable terrain);
- (c) Water-related and aquatic activities (e.g., drowning, pool decks and sun exposure);
- (d) Athletic and other physical activities (e.g., harm due to physical limitations, physical over-exertion or other adverse health conditions and with particular reference to developmental age, unforeseeable harm arising from the use of activity equipment and/or equipment failure with particular reference to climbing apparatus, and harm arising from adverse natural conditions or events having reference to such things as terrain and weather;
- (e) Adverse environmental and food-related conditions (e.g., exposure and infection arising from unforeseen bacteria, viruses and other pathogens and toxins);
- (f) Transportation to offsite activities;
- (g) Failure of participants to wear appropriate clothing and footwear for programs and activities;
- (h) Failure of participants to heed safety standards and rules in programs and activities supervised by Provider;
- (i) Failure of participants to exercise safe and responsible decision-making despite safety standards and rules in programs and activities supervised by Provider;
- (j) Unforeseen and unsafe actions and/or behavior of other participants in programs and activities despite safety standards and rules supervised by Provider; and
- (k) Unforeseen or unsafe actions and/or behavior in programs and activities unsupervised by Provider.

6. Participant further agrees, understands and acknowledges that the foregoing illustrations are not, and cannot be, inclusive of all of the possible or potential inherent risks associated with participation in Provider's programs and activities, irrespective of whether supervised by Provider or unsupervised by Provider, such that any and all other possible or potential inherent risks that have not been so illustrated are, by implication, included in this Agreement and shall not in any way limit its purpose, operation and legal effect.

7. Participant further agrees, understands and acknowledges that Participant has full knowledge and understanding of the risks of Participant's participation in Provider's programs and activities; that Participant is knowingly and voluntarily accepting and assuming the risks of such participation; that Participant shall be solely responsible for any personal injury, death or property damage that Participant sustains or may sustain by reason of such participation; and that, by reason of this Waiver, Release and Indemnification Agreement, Provider shall have no liability whatsoever of any nature.

8. If any term or provision, in part or in whole, of this Waiver, Release and Indemnification Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term or provision shall be stricken and, in all other respects, it shall be valid and continue in full force, effect and operation.

9. This Waiver, Release and Indemnification Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

10. This Waiver, Release and Indemnification Agreement shall be effective as of the date that it has been executed by Participant and Provider, and it shall thereupon be binding upon and shall inure to the benefit of the parties and their respective heirs, beneficiaries, representatives, successors and assigns.

CORONAVIRUS/COVID-19 AND VARIANTS WARNING AND DISCLAIMER

Coronavirus, also known as COVID-19, and its more recent variants, is an extremely dangerous virus that spreads easily through person-to-person contact. It also tends to affect certain segments of the population, such as the elderly and those who are immunocompromised, much more seriously. Social distancing is one of the means recommended by health authorities at the state and federal level to control and prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, long-standing or even permanent disability and death. Participating in Pine Springs Camp Inc.'s programs and activities or accessing Pine Springs Camp Inc.'s facilities could increase the risk of contracting COVID-19. Therefore, Pine Springs Camp Inc. does not, and cannot, guarantee or warrant in any way that Covid-19 infection will not occur through participation in Pine Springs Camp Inc.'s programs and activities or in accessing Pine Springs Camp Inc.'s facilities.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have mutually made and executed this Waiver, Release and Indemnification Agreement, comprising three (3) pages, single-spaced and word-processed, as of the dates set forth below for each of the respective parties.

Adult Camper/Participant Name (Printed)

Date

Adult Camper/Participant Signature

Pine Springs Camp, Inc., Provider
(to be completed by Pine Springs Camp employee)

Date