

Guggenheim 2010

Form C
Waiver and
Release of
Liability

100 ELIZABETH STREET • P.O. BOX 369 • OGDENSBURG, NEW YORK 13669
TELEPHONE: 315.393.2920 • FAX: 866.314.7296 • youthministry@dioogdensburg.org

Waiver and Release of Liability; Indemnification and Hold Harmless Agreement

Please return this form no later than 2 weeks prior to your camp session.

Mail To: **Guggenheim 2010**
100 Elizabeth Street
P.O. Box 369
Ogdensburg, NY 13669

Camper Name _____ Birthdate _____ Age at camp _____
Last First Middle

Home address _____
Street Address City State Zip or Postal Code

Custodial parent/guardian _____ Home Phone: _____

Home Address _____ Cell Phone: _____
Street Address City State Zip or Postal Code

In exchange for Camper's participation in the Roman Catholic Diocese of Ogdensburg's Guggenheim Program ("Summer Camp"), Camper, Parent(s) and/or Legal Guardian(s) of minor Campers agree as follows:

1. Acknowledgement of Risk. Camper, Parent(s) and/or Legal Guardian(s) acknowledge and fully understand that there are inherent risks of serious injury or death associated with rappelling, hiking, backpacking, biking, swimming, canoeing and other activities associated with the camp experience. These inherent risks include, but are not limited to: encountering natural dangers such as falling rocks or objects, irregular or uneven ground, unseen and unmarked objects, drowning or serious injury in and around water could occur due to water movement, subsurface conditions, cold water temperature, water impurities and the like. Inherent risks also include acts or omissions of other Campers, the condition of equipment or property, even if properly maintained; weather conditions (such as lightening strikes, sunburn, rain or hail storms, tornadoes and the like), contact with plants, animals or insects, the risk of Camper engaging in unauthorized activities, Camper's physical conditions or Camper's own acts and omissions, conditions or roads, trails, waterways or terrain, the administration and availability of first aid and emergency treatment and consumption of food or drink by Camper. Camper, Parent(s) and/or Legal Guardian(s) further acknowledge that all inherent risks associated with activities at Summer Camp, including rappelling, hiking, backpacking, biking, swimming and canoeing cannot be described as part of this document.

2. Camper Waiver of Rights and Release of Liability. Camper, Parent(s) and/or Legal Guardian(s) hereby release, waive and discharge Summer Camp, its employees and agents from liability claims and demands of negligence on the part of Summer Camp, its employees and agents arising in connection with the participation in Summer Camp activities and use of Summer Camp facilities and equipment, including, but not limited to, those risks described in paragraph #1 above; providing, however, that this waiver and release does not include injury, damage, or loss as a result of the intentional or reckless acts of Summer Camp, its agents or employees.

3. Indemnification and hold harmless. Camper, Parent(s) and/or Legal Guardian(s) further agree to indemnify and hold harmless Summer Camp, its employees and agents, against all losses, damages, monetary awards and expenses, including all costs and attorneys fees incurred in connection with any and all claims of negligence on the part of Summer Camp, its employees and agents, brought by Camper, Parent(s) and/or Legal Guardian(s), his or her heirs, successors, assigned and legal representatives for any injury, death, illness, disease or damage to property, arising from or connected with participation in any activity of Summer Camp. The indemnification and hold harmless agreement does not include losses, damages, monetary awards and expenses as a result of the intentional or reckless acts of Summer Camp, its employees and agents.

4. Miscellaneous. The parties agree that the provisions of this “Waiver and Release of Liability; Indemnification and Hold Harmless Agreement” (“Agreement”) shall be deemed severable and that the invalidity or unenforceability of any one or more of the provisions of clauses hereof shall not affect the validity or enforceability of the other provisions or clauses hereof except as specifically set forth herein. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement is made pursuant to and shall be construed under the laws of the State of New York.

5. Opportunity to Negotiate. You are encouraged to carefully review the contents of this Agreement and take the time you feel necessary to review it. **DO NOT SIGN THIS AGREEMENT UNLESS YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.** You may wish to consult an attorney. If you wish to negotiate any of the terms of this Agreement for modifications, deletions or additions, please contact the Roman Catholic Diocese of Ogdensburg Youth Ministry Center Director (“Director”) at (315) 393-2920 ext. 411 prior to signing and executing this Agreement. If you do not contact the Director prior to signing and executing this Agreement, Summer Camp understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

6. Optional Permission. The following items are not necessary requirements for Camper participation in Summer Camp activities. Please indicate with a check mark whether you “Yes” give your permission for your Camper to participate in such activities, or “No” you do not give your permission for your Camper to participate in such activities.

	YES	NO
I give permission for photos and audio/videotapes of my Camper to be used in any Guggenheim Summer Camp or Roman Catholic Diocese of Ogdensburg promotional material and waive any right of compensation or ownership thereto.	<input type="checkbox"/>	<input type="checkbox"/>
I give permission for my Camper to participate in Off Site (Outside the Summer Camp facility) swimming activities if he/she so chooses.	<input type="checkbox"/>	<input type="checkbox"/>
I give permission for my Camper to participate in the rappelling activities at Summer Camp.	<input type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT I HAVE READ THIS AGREEMENT AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.

Participant

Date

Parent/Legal Guardian

Date

Parent/Legal Guardian

Date

**A Parent/Legal Guardian must sign if participant is under 18*