



## **PARTICIPANT ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT**

In consideration for permitting participation in Idyllwild Pines Camp and Conference Center sponsored courses and activities (“Activity” or “Activities”), I, as the legal guardian for myself or on behalf of the minor participant, hereby represent, acknowledge and agree as follows:

### **Acknowledgement and Assumption of Risks**

It is acknowledged that there are certain risks and dangers in participating in Activities conducted in either indoor or the outdoor setting, which cannot be eliminated without destroying the unique character of the Activities. Exposure to natural elements such as extreme or inclement weather cannot be controlled and may be harmful. Injuries can occur from natural hazards including, but not limited to, wild animals, insects, reptiles, toxic plants, loose or falling rocks, sharp rock edges, wood splinters, falling trees, steep slopes, rugged terrain, flooding, ice and snow.

Individuals who participate in any camp Activity or are using the challenge course will climb high rock walls, trees, ropes and wires, while attached to a rope protection system and wearing a helmet. While participating in these Activities, the participant may slip or fall, which can lead to minor injuries or in extreme cases, more serious injuries, including permanent disability, trauma or death. The participant could experience vertigo or other mental impairment brought on by exposure to heights or fear of falling.

It is acknowledged that decisions made by the instructors and participants in a wilderness setting are based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to errors in judgments. Lapses of judgment or the careless conduct of other participants may cause the participant injury.

The undersigned represents that he/she, and/or the minor participant, is in good health and in the proper physical condition to participate in the Activities. Participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks may include, but are not limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as broken bones, strains, joint or back injury, and concussions; and 3) catastrophic injuries including paralysis and death. The undersigned fully understands that the risks involved may be caused by his/her or the minor participant’s own actions, those of other participants, the conditions in which the Activities take place, or the negligence of the Releasees named in this Agreement. Further, it is understood that there may be other risk either not known to myself or the minor participant or not readily foreseeable at this time. I, as the legal guardian for myself or on behalf of the minor participant, fully accept and assume all such risks and all responsibilities for losses, costs, and damages incurred as a result of participation in the Activities.

The undersigned further acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that he/she, and/or the minor participant, may be exposed to or infected by COVID-19 by attending the Idyllwild Pines Camp and Conference Center sponsored courses and activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Per the Centers for Disease Control and Prevention, COVID-19 is a contagious disease thought to be spread mainly from person-to-person. Although Idyllwild Pines Camp will put in place preventative measures to reduce the spread of COVID-19, it cannot guarantee that Participant will not come in contact with or become infected with COVID-19 or and other



infectious diseases. I, as the legal guardian for myself or on behalf of the minor participant, understand that the risk of becoming exposed to or infected by COVID-19 at Idyllwild Pines Camp and Conference Center may result from the actions, omissions, or negligence of myself, the minor participant, and others, including, but not limited to, Idyllwild Pines Camp and Conference Center employees, volunteers, and other participants and their families.

### **Release and Indemnity**

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or the minor participant (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and/or the minor participant may experience or incur in connection with my and/or the minor participant's attendance at Idyllwild Pines Camp and Conference Center or participation in the Activities.

On behalf of myself and/or the minor participant, I hereby release, hold harmless and agree not to sue Idyllwild Pines, its respective directors, officers, employees, representatives, affiliates, volunteers, agents, contractors, and, if applicable, owners or lessors of premises on which the Activities take place ("Releasees"). With respect to any and all claims of injury, disability, death or other liabilities and loss of damage to person or property, asserted by or on behalf of participant or by parents or guardians, resulting directly or indirectly, from participating in Activities or the use of its equipment or facilities.

This release includes injury, loss or damage caused or claimed to be caused in whole or in part by the negligence of Idyllwild Pines and its agents. It is understood that in signing this document, rights are surrendered to make any claim or file a lawsuit against Idyllwild Pines and/or agents for personal injury, property damage, wrongful death, breach of warranty or contract, or under any other legal theory, except in cases in intentional wrongs or the gross negligence of Idyllwild Pines and/or its agents. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Idyllwild Pines and/or its agents, whether a COVID-19 infection occurs before, during, or after participation in the Activities.

### **Medical Waiver**

In the event of injury or illness while I and/or the minor participant is engaged in any Activities, the undersigned hereby authorizes Idyllwild Pines Camp and Conference Center to consent to medical treatment on behalf of myself and/or the minor participant as deemed necessary. The undersigned hereby authorizes Idyllwild Pines Camp and Conference Center and its officers, employees and agents, into whose care myself and/or the minor participant has been entrusted, to consent to the advice of trained emergency personnel.

The undersigned understands and agrees that he/she and/or the minor participant is advised to obtain health insurance coverage prior to participation in any Activity and that he/she and/or the minor participant will be responsible for any medical expenses arising out of any injury or claim arising out of Activity participation.

This release shall be binding to the fullest extent permitted by law. If any provision of this agreement is found to be unenforceable, the remaining terms shall be enforceable. This agreement will be interpreted and construed according to the laws of the State of California, and in the event of any legal action relating to this agreement or any of the subject matter covered by it, such legal action will be initiated, maintained and decided only in Riverside County, California.



The participant, and the parent(s) or guardian of a minor participant, have each read this document, had the opportunity to ask questions, and understand and voluntarily agree to its terms, which shall be binding upon them, their heirs, estate, executors and administrators. The parent or guardian confirms that they have the authority to make this commitment. The undersigned fully understands that with this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that he/she is signing this agreement freely and voluntarily.