

**CAMP HO MITA KODA FOUNDATION ACKNOWLEDGMENT AND ASSUMPTION OF RISKS &
RELEASE AND INDEMNITY AGREEMENT**

INTRODUCTION

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All adult participants must sign this Document. A parent or legal guardian (hereafter collectively “parent”) must sign if the participant is under 18 yrs. of age (hereafter sometimes “minor” or “child”). I understand that in the in-person and online registration process, my agreement to (and digital signature on) this Document will apply to my participating child or children, and that I may sign the Document more than once if I register my child or children for different programs at different points in time. In consideration of the services of Camp Ho Mita Koda Foundation., and its owners, officers, directors, employees, agents, representatives, contractors and all other persons or entities associated with it (individually and collectively referred to in this Document as “CHMK”), I (adult participant or parent of a minor participant), acknowledge and agree as follows:

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Participating (whether simply attending, observing or actively participating) in Camp Ho Mita Koda Foundation educational, instructional, recreational and/or adventure activities include risks. These activities can be day or multi-day, take place indoors or outdoors, be located on public and/or private land inside or outside Ohio and may include, but are not limited to: climbing on artificial walls or natural rock; bouldering; hiking; backpacking; high or low ropes course activities; rafting, kayaking or canoeing, mountain bicycling on natural terrain; stand up paddle boarding (hereafter “SUP”); horseback riding; zip lining; camping; training in leave no trace, archery, paintball, first aid and leadership skills (including instructor training); sports and games; transportation in vans and other vehicles to and from activities and use of any equipment, facilities or premises (collectively referred to in this Document as “activities”). Activities may be scheduled or unscheduled; structured or unstructured; led by CHMK staff or contractors and/or occur during participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as “risks”) of these activities can cause injury, damage, death or other loss to participant or others.** The parent gives permission for their child to participate in all field trips and activities (unless otherwise designated during the registration process) and agrees to discuss the nature of these activities and risks with their child. **The following describes some but not all of those risks:**

- **Physical activity risks:** Activities vary, but can include lifting, climbing, rappelling, belaying, carrying weight and frequent and sustained use of a participant’s arms and legs.
- **Risks involved in any adventure or athletic activity:** These risks include the risk that a participant may overestimate his/her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with, for example, others, the ground, rocks or trees or encounter other water/terrain/road/trail hazards; experience the unpredictability of horses or other animals; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his/her speed or experience an equipment malfunction.

- **Risks in an outdoor environment:** These risks include travel in a wilderness terrain both on and off trail, and on land or water. Participant's travel may be subject to: storms, including strong winds, rain, lightning, snow or hail; currents, waves or whitewater; flashfloods; extremely hot or cold weather or water; fast moving rivers or other water bodies; falling or unstable rocks; falling or fallen timber; stinging, venomous or disease carrying animals or insects; poisonous plants; wild animals and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible and weather is unpredictable year-around.
- **Rafting, kayaking, SUP and canoeing risks:** Boating risks include hazards above and below water level; slipping while entering or exiting a boat; falling out of or getting caught under a boat; experiencing a boat capsize or collision.
- **Bicycling risks:** Risks on or off trail or on an artificial mountain bike skills course include the risk of losing control or balance and falling from the bike, potentially while on or near an artificial or natural obstacle, and/or running into a stationary object or another biker.
- **Climbing risks:** Climbing on an artificial wall or on natural rock includes risks such as the possibility of slipping and falling, rope burns, being impacted by a falling object or impacting a stationary object or the ground.
- **Risks in judgment and decision making:** These risks include the risk that the participant or a co-participant, CHMK staff member, contractor or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, route or other issue.
- **Personal health and participation risks:** The risk that participant's mental, physical or emotional condition/s or limitation/s (known or unknown, disclosed or undisclosed) combined with participation in these activities could result in injury, damage, death or other loss. Although CHMK staff may review participant's submitted health information, CHMK cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition/s.
- **Equipment risks:** There is the risk that equipment used in an activity may be misused or may break, fail or malfunction. CHMK requires helmets or other safety gear for some activities. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear.

Camping risks: Risks include gas explosion, scalding or other burns associated with cooking over a gas stove or open fire, and water contamination in natural water sources. All water from natural sources may be contaminated and should be disinfected, filtered or boiled before use.

• **Risks regarding free time:** Participants may have free time before and after the start of the program and at various other times while they are with CHMK. During both supervised and unsupervised activities, all participants share in the responsibility for their own safety.

• **Risks regarding conduct:** Risks include the potential that the participant, or other participants or third parties may act carelessly or recklessly.

These and other risks may result in participants: falling partway or falling to the ground; being struck; colliding with or impacting objects, the climbing surface, people or the bottom of a pool or body of water; experiencing boat capsize or vehicle collision or rollover; reacting negatively to weather conditions or increased exertion; becoming lost or disoriented; suffering gastro-intestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold related illnesses or conditions (including hypothermia, hyperthermia, frostbite or heat exhaustion/stroke), dehydration, drowning, heart or lung complications, broken bones, paralysis or other permanent disability, mental or emotional trauma, concussions, sunburn or other burns, infections, abrasions, wounds or other injury, damage, death.

I (adult participant or parent of a minor participant) further acknowledge and agree:

- to review all CHMK information received, accurately complete all requested information, and abide by CHMK rules and policies. I agree that any information I have provided to CHMK regarding me/my child is complete and accurate, and I agree it is my responsibility to provide CHMK with any changes, including health or contact information, before the program start date;
- CHMK representatives are available if I have further questions about the activities and risks;
- to disclose to CHMK representatives any mental, physical or emotional condition/s or limitation/s which might affect participant's participation (as identified below), and represent that participant is fully capable of participating without causing harm to him/herself or others;
- the information provided in this Document is not exhaustive and other unknown or unanticipated activities, risks and outcomes may exist, and CHMK cannot assure participant's safety or eliminate any of these risks;
- **participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parents of minors) assume and accept full responsibility for the inherent and other risks (both known and unknown) of these activities, and for any injury, damage, death or other loss suffered by participant (and parents of minors), resulting from those risks, including the risk of participant's negligence or other misconduct.**

DISCLOSURE: (if this is left blank, CHMK will consider your answer as a "no" or "none") Please disclose any mental, physical or emotional condition/s or limitation/s that may affect participation, necessitate care, or potentially affect the health or well-being of participant or others in the program (include any adaptation/s or restriction/s you consider appropriate or necessary):

RELEASE AND INDEMNITY AGREEMENT Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. **I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree as follows:**

1) **I hereby release and agree not to sue Camp Ho Mita Koda Foundation**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s") for any injury, damage, death or other loss in any way connected with my or my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. **I hereby waive all claim/s I or my child may have against Camp Ho Mita Koda Foundation, and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against Camp Ho Mita Koda Foundation as a result of any injury, damage, death or other loss suffered by me or my child;**

2) I agree to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) CHMK with respect to any and all claim/s: a. brought by or on behalf of me, my child, my spouse or other family member/s for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises; and/or; b. brought by a co-participant or other person for any injury, damage, death or other loss to the extent caused by my/my child's conduct in the course of participating in these activities, including use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s resulting from CHMK's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS I (adult participant or parent of a minor participant) agree that Ohio substantive law (without regard to its "conflict of law" rules) governs this Document, any dispute I or my child have with Camp Ho Mita Koda Foundation, and all other aspects of my or my child's relationship with Camp Ho Mita Koda Foundation and agree that any mediation, suit or other proceeding must be filed or entered into only in Geauga County, Ohio, and I hereby consent to the exclusive jurisdiction of the courts of Geauga County, Ohio in connection with any such suit or proceeding. **I agree** to attempt to settle any dispute (that cannot be settled by informal discussion) through mediation before a mutually acceptable Ohio mediator prior to initiating any legal action against Camp Ho Mita Koda Foundation. In the event of a lawsuit between me or my child and Camp Ho Mita Koda Foundation, the prevailing party shall be entitled to recover its costs and expenses (including reasonable legal fees). **I authorize** Camp Ho Mita Koda Foundation representatives or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility and to provide treatment they consider necessary for my/my child's health. **I agree** to pay all costs associated with medical care and transportation. I authorize Camp Ho Mita Koda Foundation and/or parties or entities designated by Camp Ho Mita Koda Foundation, to take my or my child's photo, statement or video and to use it for program purposes or other uses. If applicable, **I authorize** Camp Ho Mita Koda Foundation staff to apply sunscreen to my child.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law.

If any portion of this Document is deemed unlawful or unenforceable it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

Adult participant or the parent of a minor participant agree: I have carefully read, understand and voluntarily sign this document, and acknowledge that it shall be effective and legally binding upon me, my participating minor child, spouse and other family members, and participant's/parent's other family members, heirs, executors, representatives, subrogors and estate. An adult participant, or a parent of a minor participant must sign below.

Parents and any adult participants understand that whether they choose to electronically sign and accept, or sign a printable version of this Document, they are entering into a legally binding contract with CHMK.

Participant
Name _____ Date _____ Signature _____

Parent/Guardian Name _____ Date _____ Signature _____

PhoneNumber _____ Email _____

Address, City, State & Zip _____