



BRAIN INJURY ADVENTURE CAMP, INC. (B.I.A.C.)
RELEASE OF LIABILITY FORM

GENERAL INFORMATION

- (1) NAME: _____
Last First M.I. Date of Birth
- (2) ADDRESS: _____
City State Zip
- (3) E-MAIL ADDRESS _____
- (4) LOCAL LODGING & PHONE # _____
- (5) CELL PHONE # _____
- (6) Person to contact if you cannot be reached _____
a. Their phone # _____

MEDICAL INFORMATION

- (1) Please describe any disability or condition that may affect your participation in the activities _____

- (2) Do you have any food or medicine allergies? (___) Yes or (___) No
a. If yes, please describe _____
- (3) Are you currently taking any medications? (___) Yes or (___) No
a. If yes, please list _____

LIABILITY INFORMATION

- (1) **RISKS.**
- a. I wish to participate in recreational activities to be made available to participants at Brain Injury Activity Camp, Inc. (hereafter referred to as "BIAC"), including, but not limited to, the zip line(s), various ropes courses - high and/or low, bicycling - both on and off road, vehicle transportation, horse back riding, and other outdoor functions generally associated with "outdoor camps" such as hiking, fishing, camp fires, swings, etc.. **These activities involve risks of serious injury or death inherent to these types of activities.** I hereby acknowledge and expressly agree to assume these risks, both known and unknown.
- b. I recognize that unpredictable behavior is a common side effect of brain injury. I hereby assume any risk of injury or damage resulting from such an episode by any camper, and hereby release

BIAC and their agents, representatives, servants, directors, officers, employees and their assigns of these entities from any claims resulting from unpredictable behavior by a camper.

- (2) **MEDICAL AUTHORIZATION AND MEDICAL INSURANCE.** I authorize BIAC, at the discretion of any employee or trained volunteer to obtain medical care for me and/or transport or arrange to transport me to an appropriate medical facility if medical attention appears to be necessary. I further authorize a medical care provider to carry out any emergency medical care necessary. I agree to pay all costs associated with such medical treatment and related to transportation. I acknowledge and agree that I have health insurance to pay any medical bills incurred for personal injuries at BIAC and waive any right of subrogation against BIAC. To the fullest extent allowed by law, I agree to pay without right of subrogation, all uninsured medical expenses I incur as a result of my participation in BIAC even if the expenses result from the alleged negligence of BIAC.
- (3) **RESPONSIBILITY.** I shall have the sole responsibility to educate myself concerning the risks of injury or death and the benefits involved in the activity. I shall make all decisions concerning my participation in the activity and shall follow all rules and instructions. I represent and warrant that I am physically, mentally and emotionally able to participate in all of the activities and follow the rules and instructions. I agree to be fully responsible and to pay for any damage or loss to any equipment damaged by me or my actions.
- (4) **RELEASE, INDEMNIFY AND AGREEMENT NOT TO SUE.** To the fullest extent allowed by law, I agree to completely release, indemnify and hold BIAC harmless, even if BIAC was negligent from all of my or my estates claims, losses or damages, including loss of consortium, breach of contract, or wrongful death resulting from my injury or death at BIAC. The indemnity of BIAC shall include any claims or lawsuits brought by my heirs, or any third parties, seeking recovery for their own damages and lawsuits resulting from my actions. I agree to never file a lawsuit against BIAC and to repay all attorney's fees, costs and judgments arising from my or another parent or heir's claims.
- (5) **SEVERABILITY AND CHOICE OF LAW.** This agreement is severable and if a court determines any part to be invalid, then all other parts shall remain in effect. This agreement shall be interpreted and governed by Kentucky law.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS AUTHORIZATION AND INDEMNIFICATION AGREEMENT AND RELEASE FROM LIABILITY.

Signature of Parent: _____ Date _____

FOR PARTICIPANTS UNDER THE AGE OF 18 OR UNDER AN IMPAIRMENT

I am the parent or legal guardian of the child or impaired adult whose name and signature appear above. I have read and understand this Waiver, Release and Indemnification Agreement, and consent on behalf of the Participant to its terms.

Date: _____ Signature: _____

Print Parent Name: _____