

## HAZARDOUS ACTIVITY WAIVER OF LIABILITY

### READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability ("Release") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by  
Participant: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone day: \_\_\_\_\_ evening: \_\_\_\_\_ Other: \_\_\_\_\_

in favor of Family Camp, Inc., an Ohio nonprofit corporation, Camp Properties Ohio LLC, an Ohio Limited Liability Company and Kids Camp Charities, Inc., an Ohio nonprofit corporation, doing business as PVM and PVM Camp, with offices at 424 Reading Road, Mason Ohio 45040, and their directors officers, employees, and agents.

- 1. Acknowledgement of Risk.** Participant understands and acknowledges that programs offered by and through PVM and PVM Camp use experiential, engaging, teaching techniques, and that climbing, zipline, ropes courses, and even ground activities in which Participant desires to engage (the "Activities"), entail certain risks. Participant acknowledges that while the staff of PVM and PVM Camp have been trained to protect emotional and physical safety, participation is purely voluntary.
- 2. Assumption of Risk.** Participant understands the Activities may involve outdoor events, physical exertion, use of mechanical equipment, exposure to hazardous conditions, including transportation to and from the activity sites, or other circumstances that may be hazardous. Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases PVM and PVM Camp from all liability for injury, illness, death, or property damage resulting from the Activities.
- 3. Release and Waiver.** Participant freely, voluntarily, and without duress, elects to participate in spite of the associated risk, and by signing this Release, knowingly and voluntarily assumes all responsibility for participation. Participant does hereby release and forever discharge and hold harmless PVM and PVM Camp and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Participant's Activities with PVM and PVM Camp. Participant understands this releases PVM and PVM Camp from any liability or claim the volunteer may have against PVM and PVM Camp with respect to any bodily injury, psychological or emotional injury, personal injury, illness, death or property damage that may result from the Activities, whether caused by the negligence of PVM and PVM Camp or its officers, directors, employees or agents, or otherwise. Participant also understands PVM and PVM Camp do not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury, illness.
- 4. Medical Treatment.** Participant does hereby release and forever discharge PVM and PVM Camp from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activities.
- 5. Insurance.** Participant understands, except as otherwise agreed to in writing, PVM and PVM Camp do not carry or maintain health, medical, or disability insurance coverage for Activities. Each participant is expected to obtain his or her own medical or health insurance.
- 6. Media Release.** Participant does hereby grant and convey unto PVM and PVM Camp all right, title, and interest in any and all photographic images and video or audio recordings made by, or on behalf of PVM and PVM Camp during the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 7. Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Participant also agrees that in the event any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

[SIGNATURE AND EMERGENCY CONTACT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Participant Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Witness Phone \_\_\_\_\_

If Participant is younger than 18 years old, this Release must be executed on their behalf by a parent or guardian.

Parent/Guardian's Signature: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Parent/Guardian's Phone \_\_\_\_\_

In case of emergency, contact:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone day: \_\_\_\_\_ evening: \_\_\_\_\_ Other: \_\_\_\_\_

Any allergies, medications, or other information needed in an emergency: \_\_\_\_\_

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