

Apologhetti Adult Waiver

I am an adult participating with the Apologhetti Camp. I understand I am responsible for my actions and will comply with safe environment rules and safety rules. I am aware that the some of the activities may be dangerous and may involve the risk of serious injury, death, or property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of Apologhetti Inc. I am voluntarily participating in the Activities with knowledge of the danger involved, and agree to accept and assume all risks of injury, death, or property damage. I understand I am responsible for my actions participation in the Activities at Apologhetti Camp. I also understand and acknowledge that the Apologhetti, Inc. and its volunteer board of directors and employees are not responsible for my safety and well being while at the Apologhetti Camp, or driving to the camp, and driving back from the camp.

I further understand that Apologhetti Inc., its volunteer board of directors or employees will not be liable for any injury that I may incur while participating in the Activities in or on the water or while at the Apologhetti Camp during my stay. I expressly waive and release all claims, including future claims, against Apologhetti Inc., its officers, volunteer board of directors, employees, agents, and its successors and assigns (“Releasees”) on account of injury, death, or property damage arising out of my participation in the Activities, whether or not attributable to the negligence of Apologhetti Inc., its officers, volunteer board of directors, employees, agents, or any Releasee. I forever release and discharge Apologhetti Inc., its officers, volunteer board of directors, employees, agents, and other Releasees from liability under or related to these claims.

I agree to defend, indemnify, and hold harmless Apologhetti Inc., its officers, volunteer board of directors, employees, agents, and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by

or awarded against the indemnified party, arising out of or resulting from any claim of a third party related to the Activities, whether caused by negligence of the Releasees or otherwise.

Signature & Date _____

Address, City, State, Zip _____



CASCADE LAKE 4-H CAMP

Donnelly, Idaho

www.cascadelake4hcamp.com contact@cascadelake4hcamp.com

WAIVER OF LIABILITY & INDEMNITY

I am an adult with the _____ camping group that will be at the Cascade Lake 4-H Camp, provided by Cascade Lake 4-H Camp, Inc. ("4-H Camp"), to participate in camping, use of the Cascade Lake Reservoir, and other activities ("Activities"). As lawful consideration for the intangible value that I will gain by participating in the Activities, I agree to the terms and conditions set forth in this agreement ("Agreement").

I understand I am responsible for my actions and will comply with all rules regarding any Activity at the 4-H Camp. I am aware that the Activities are dangerous and may involve the risk of serious injury, death, or property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of the 4-H camp. I am voluntarily participating in the Activities with knowledge of the danger involved, and agree to accept and assume all risks of injury, death, or property damage, whether caused by the negligence of the 4-H Camp or otherwise. I understand I am responsible for my actions participation in the Activities at the 4-H Camp. I also understand and acknowledge that the Cascade Lake 4-H Camp, Inc. and its volunteer board of directors and employees are not responsible for my safety and well being while at the Cascade Lake 4-H Camp facility.

I further understand the Cascade Lake 4-H Camp, Inc., its volunteer board of directors or employees will not be liable for any injury that I may incur while participating in the Activities in or on the water or at the 4-H Camp during my stay. I expressly waive and release all claims, including future claims, against the 4-H Camp, its officers, volunteer board of directors, employees, agents, and its successors and assigns ("Releasees") on account of injury, death, or property damage arising out of my participation in the Activities, whether or not attributable to the negligence of the 4-H Camp or any Releasee. I forever release and discharge the 4-H Camp and other Releasees from liability under or related to these claims.

I agree to defend, indemnify, and hold harmless the 4-H Camp and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims,

actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by or awarded against the indemnified party, arising out of or resulting from any claim of a third party related to the Activities, whether caused by negligence of the Releasees or otherwise.

This Agreement constitutes the entire agreement of the 4-H Camp and me with respect to my participation in the Activities at the 4-H Camp. This Agreement is binding on and shall inure to the benefit of the 4-H Camp and me and their successors and assigns. All matters arising out of or related to this agreement will be governed by the internal laws of the State of Idaho, without giving effect to any choice or conflict of law provision. Any claim or cause of action arising out of this Agreement may be brought only in the federal and state Courts located in the state of Idaho, county of Canyon.

By signing this Agreement, I acknowledge that I have read and understand all of the terms of this Agreement and that I am voluntarily giving up substantial legal rights, including the right to sue Cascade Lake 4-H Camp, Inc.

Signature: _____

Date: _____

Address, City, State, Zip _____

Cascade Lake 4-H Camp is operated in accordance with USDA policy, which prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disabilities, and political beliefs. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Bldg, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.