

# Kidder Creek General Release

## Mount Hermon Kidder Creek Activities Participation Form Release of Liability, Waiver, and Indemnity Agreement

### **PLEASE READ THIS AGREEMENT CAREFULLY AS IT IS REQUIRED TO BE SIGNED BEFORE PARTICIPATING IN KIDDER CREEK ACTIVITIES.**

Mount Hermon Kidder Creek welcomes you to participate in fun, excitement, new adventures and challenges at its facilities. Along with adventures, activities and challenges are risks. To insure a successful experience, Mount Hermon Kidder Creek wants you to be fully aware of the risks connected with the various activities so you can make a fully informed decision regarding participation. By signature below, the undersigned party(ies) certifies and agrees as follows:

1. **Voluntary Authorization.** The participation of the undersigned, and/or if applicable, the participation of the undersigned's child(ren) in Kidder Creek camp activities and programs is completely voluntary, and the undersigned's authorization of such participation is completely voluntary. The undersigned, acknowledges that he and /or if applicable, the undersigned's child(ren) do not have any medical condition which might create a risk of safety for them or for others who are participating in the camp activities and programs.
2. **Acknowledgement of Risks.** The undersigned understands the Kidder Creek activities and programs and those in which the undersigned's child(ren) will be participating. Further, the undersigned fully acknowledges, and has instructed his child(ren) in the importance of abiding by Kidder Creek's rules, regulations and safety procedures. The undersigned recognizes that certain hazards, risks and dangers are inherent by the physical location of the Kidder Creek facilities and in its numerous activities and programs. These include, but are not limited to the use of unpaved trails, the participation in the activities of swimming, diving, boating, rafting, kayaking, surfing, or other water or beach activities, horseback riding, zip-lines, biking, ropes course, rock climbing, inline skating, paint ball, target activities, including BB and .22 caliber guns and archery, high ropes/adventure courses, water slides, inflatable bounce activities, and various other sporting activities. These activities have related hazards and risks such as falls, dizziness, stress, bruises, scratches, strains, sprains, contact with poisonous plants, heat exhaustion, dehydration, embarrassment, anxiety, collisions, equipment failures, contact with other participants, eye injuries, joint or back injuries, heart attacks, and concussions and that by entering our facilities and/or using equipment and activities they assume all risk associated with the possible exposure to or transmission of the COVID-19 virus and other illnesses. The undersigned additionally acknowledges that this description of risks and hazards is not complete and that other unknown or unanticipated risks may result in illness, injury, death, and loss, both to person and property and that the risks may be extremely serious.
3. **Assumption and Acceptance of All Risks.** In consideration of allowing participation in Kidder Creek activities, today and on all future dates the undersigned knows, understands and appreciates that the above specified risks and other unknown or unanticipated risks may occur by the participation in Mount Hermon's activities and that the undersigned and/or on behalf of his child(ren) voluntarily assumes and knowingly and fully accepts all known and unknown risks and injuries.
4. **Release of Claims and Waiver.** Further, in consideration of Kidder Creek permitting the undersigned and/or his child(ren) to attend or visit the property of Kidder Creek and participate in its activities and programs, the undersigned for himself, his estate, heirs, assigns and/or on behalf of his child(ren) releases Mount Hermon Association and its trustees, directors, officers, managers, employees, agents, volunteers, its affiliated organizations, representatives and successors (hereinafter "Related Parties") from any and all liability and waives any and all claims for personal injury, loss or damage, including attorneys' fees, in any way connected with or arising out of Kidder Creek's activities, programs or facilities from whatever cause, excluding therefrom any intentional and/or willful acts of misconduct by Mount Hermon.
5. **Indemnity.** On behalf of the undersigned, and/or if applicable his child(ren), the undersigned hereby agrees to indemnify, defend, protect and hold harmless Mount Hermon Association and Related Parties for and from any and all claims for any liability, injury, loss, damage, or expense, including attorney's fees (including cost of defending any claim the undersigned might make or that might be made on behalf of the undersigned and/or the undersigned's

child(ren)), which is in any way related to or arising out of the undersigned's and/or the undersigned's child's(ren's) participation in Mount Hermon activities and programs, excluding therefrom any intentional and/or willful acts of misconduct by Mount Hermon.

6. **Property Damages.** The undersigned understands and agrees that he is responsible for any damage to Kidder Creek property caused, in part or whole, by the undersigned and/or his child(ren). The undersigned agrees that Mount Hermon Association or Related Parties will not be responsible or liable in any manner for the personal property of the participants.

7. **Medical Treatment and Transportation.** The undersigned authorizes Kidder Creek to obtain such medical care or transportation as it considers necessary and appropriate on behalf of the undersigned, and/or if applicable his child(ren), and the undersigned shall pay all costs associated with such medical care and transportation.

8. **Additional Provisions.** Throughout this form, except where the context requires otherwise, the gender shall be deemed to include the feminine and masculine, and the singular number shall be deemed to include the plural, and vice versa. Any dispute between Mount Hermon Association or a Related Party and the undersigned will be governed by the laws of the State of California, and any arbitration or suit shall take place in the State of California and County of Santa Cruz. If any provision of this document is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable and unimpaired by such holding.

The undersigned warrants and represents that he has authority to release and waive the foregoing for himself, his estate, heirs, assigns and if applicable his child(ren) being registered for camp, that the undersigned is at least eighteen (18) years of age and is under no mental or legal disability which would prevent him from understanding, signing and executing this document. The undersigned further represents that he has carefully read and fully understands the terms contained herein and that this is a release of liability, waiver and indemnity in which the undersigned is giving up important legal rights and that it is a contract between the undersigned and Mount Hermon Association and/ or its affiliated organizations and its Related Parties.

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## Parent / Guardian Information

Full Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

## Emergency Contact Info

Emergency Contact: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

Emergency Contact Alternate Phone: \_\_\_\_\_

Please enter participants' full names:

Sign Here: \_\_\_\_\_ Date: \_\_\_\_\_

By signing, you agree that you have read and agree with the terms of the waiver