



Waiver

Guest Name: _____

Name of Group: _____ Date of Group: _____

Address: _____ City/State/Zip: _____

Phone: Day: (____) _____ Evening: (____) _____ Mobile: (____) _____

Gender: Male Female Age: _____ Date of Birth: _____

Emergency Contact Name: _____ Relationship: _____

Phone: Day: (____) _____ Evening: (____) _____ Mobile: (____) _____

In consideration for the named person ("Guest") being allowed to participate in activities at the Presbyterian Camps and Conferences, Inc. (the "Camp"), I hereby acknowledge and agree to this release of liability, waiver of legal rights, and assumption of risk under the following terms:

I acknowledge that participating in activities or presence at the Camp, including, without limitation, the attendance at or participation in any event held at the Camp facility (whether presented, hosted or sponsored by the Camp or a third party), involves participation in or observance of physical recreational activities that involve inherent dangers that no amount of care, caution, instruction or expertise can eliminate. The activities that the Guest may participate in include, but are not limited to, challenge course activities, high ropes course activities (including zipline and giant swing) and other high adventure activities including, but not limited to, archery, boating/paddling, backpacking, rock climbing (indoor and/or outdoor), mountain biking, swimming, and hiking. These activities can be a strenuous and require the Camper to be in good physical condition.

I certify that Guest does not suffer from any physical infirmities or illnesses which would affect Guest's ability to engage in these activities. I understand that during some of these activities, Guest may be exposed to psychologically and physically challenging situations. I acknowledge that although the program has taken precautions to provide proper organization, supervision, instruction and equipment for each activity it is impossible for the program to guarantee absolute safety. Also, I understand that Guest and I share responsibility for safety and Guest and I assume that responsibility. I accept responsibility for verifying the health of Guest and certify that I Guest has no physical or psychological problems that would prohibit Guest's participation in this program.

I hereby release, waive, discharge, and covenant not to sue the Camp and any of its affiliates, members, owners, managers, directors, officers, employees, trustees, agents, subsidiaries, administrators, staff, directors, and all other persons involved with such entities (collectively, "Releasees") from any and all demands, claims, suits, losses or damages of any nature and kind on account of property damages or personal injury (including without limitation death or paralysis) caused or alleged to have been caused, in whole or part, by the negligence or willful acts of the Releasees (collectively, "Damages"). I hereby agree that if any provision of this Waiver and Release Form is held invalid or is prohibited, the balance of the document shall (notwithstanding such invalidity or prohibited provision) continue in full force and effect;

All disputes, claims, questions, or differences arising from, relating to or in connection with this Waiver and Release or Camper's participation in any activity at or presence at a Camp facility, including, without limitation, the enforceability or applicability of all or any portion of this Waiver and Release, shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its then current Consumer Arbitration Rules by a single arbitrator. The place of arbitration shall be in New Jersey. The arbitration shall be governed by laws of the State of New Jersey. I understand that the decision of the arbitrator shall be final, binding and conclusive upon me and the Camp. The arbitrator shall not have the power to award any consequential or punitive damages. I agree to hold the existence, content and result of the arbitration in confidence, except to the limited extent necessary to enforce a final settlement agreement or to obtain or enforce a judgment on an arbitration decision and award. I ACKNOWLEDGE AND AGREE THAT THE INCLUSION OF THIS ARBITRATION CLAUSE SHALL IN NO WAY IMPAIR THE VALIDITY OR ENFORCEABILITY OF ANY WAIVER OR RELEASE OF LIABILITY SET FORTH HEREIN.

Participant's Signature (if at least 18 years old) or Parent/Guardian's Signature

Date



Media Release

I further give permission and consent for the use of photographs, videotapes, or interviews (collectively, "Media") of Guest, while participating in the Camp's activities to be used to illustrate, report, promote and advertise the Camp. Use of any such Media may include, but is not limited to: brochures, posters, letters, news articles, videos, ads, electronic news, web sites, blogs and social media promoting or reporting on the Camp.

I hereby agree that the Camp may use such Media of Guest with or without Guest's name for any lawful purpose (including, without limitation, advertising, marketing, education, publicity, illustration, promotion, and web content), without compensation to me or Guest, and without any additional consent from me or Guest.

I hereby release and agree to hold harmless the Camp from any and all claims, damages, and/or losses that I or Guest may have which relate in any way to the Media including, without limitation, claims for violation of right of publicity, invasion of privacy, and libel.

I hereby agree that all Media are owned exclusively by the Camp. I hereby waive any and all proprietary rights or interests I have or may have in any Media. I understand and intend that the rights granted to the Camp hereunder are worldwide, irrevocable, royalty-free, perpetual and assignable.

I Agree

I Disagree

Participant's Signature (if at least 18 years old) or Parent/Guardian's Signature

Date