

# KIDS CAMP RELEASE FORM

Please read and understand this document before signing. Contact the Kids Camp Director or an attorney with any questions. The Bowling Green State University Department of Recreation and Wellness wants to ensure that participants have a rewarding experience. Recreation and Wellness staff wish to inform participants and their parent(s) or legal guardian(s) that Kids Camp activities are not risk free. The same elements that contribute to the unique character and fun of camp activities such as physical exertion, and RISK can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent injury or death. The intent of this warning is not to heighten or reduce enthusiasm for the experience, but it is important that participants and their parent(s) or legal guardian(s) know, in advance, what to expect and to be informed of the potential risks. It is required that the parent or legal guardian read, sign and return this document. This document is required on an annual basis for participation in Kids Camp Programs.

## ACKNOWLEDGEMENT OF RISK

The risk of injury to my child from the activities involved in these Kids Camp programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I (we) acknowledge that all physical activities present certain inherent risks and hazards, including but not limited to temporary or permanent muscle soreness, sprains, strains, cuts, abrasions, bruises, ligament and/or cartilage damage, head, neck or spinal injuries, broken bones, paralysis or even death. I (we) also recognize that there are both foreseeable and unforeseeable risks of injury or death that may occur as a result of my minor child's participation in the BGSU Recreation and Wellness Kids Camp program, facilities and equipment that cannot be specifically listed.

## CONTRACT, WAIVER, RELEASE & INDEMNIFICATION

I am aware that a minor (name) \_\_\_\_\_ under my legal custody desires to participate in the Kids Camp sponsored by the Department of Recreation and Wellness, Bowling Green State University, and I certify that s/he is fully capable of participating. I state that I have read the above statement on some of the possible risks involved and therefore assume full responsibility for myself and my minor, for any bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my minor or family, negligence of other participants, negligence of the Recreation and Wellness camp staff, or the negligence of the Recreation and Wellness and Bowling Green State University. I also understand that Bowling Green State University reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in the Kids Camp.

I agree to indemnify, release, waive, forever discharge and covenant not to sue the State of Ohio, Bowling Green State University and its governing board, officers, agents, employees, any students acting as employees, and volunteers ("Releasees") from and against any and all liability for any harm, injury, damages, claims, demands, actions, causes of action, costs, and expenses of any nature that may be sustained by my minor or by any property belonging to her/him, whether caused by the negligence or carelessness of the Releasees. This includes transportation to or from the camp activities, or any supplemental travel being conducted in conjunction with the Kids Camp. It is my expressed intent that this release and hold harmless agreement shall bind my minor, myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge, and Covenant Not to Sue" the Releasees.

As liquidated damages, I hereby agree that if Bowling Green State University is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Bowling Green State University's costs and attorney fees if they successfully defend such action, lawsuits or litigation. I hereby give Releasees permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my minor. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

In signing this Release, I acknowledge and represent that I have carefully read this agreement and understand its contents and that I sign this document on my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my minor's participation in Kids Camp activities, and s/he has adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to my minor child(ren). I also agree that this Release shall be construed in accordance with the laws of the State of Ohio and agree to the site of any lawsuit and the law governing any such lawsuit shall be Ohio and governed by Ohio state law. Should any part of this Release be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. A copy of this Release can be used as if it was an original.

I authorize and release Bowling Green State University Department of Recreation and Wellness the use of my minor's photograph or video recording for any purposes within the scope of the Camp Program. The Department of Recreation and Wellness reserves the right to dismiss any participant whose behavior is disruptive to the program. Disruptive behavior is described but not limited to conduct that prevents the execution of activities or endangers program participants and/or staff.

## THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING:

I, (guardian) of my own free will, for my family, minor children, heirs, executors and myself, have read, understand and acknowledge the risks and liability for myself and my family this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

This form must be signed by a parent or guardian before child can participate.

(Print) Parent or Guardian

Signature

Date

