

## **Ropes Course Waiver**

*Please read this form carefully and be aware that in signing this form, and in participating in this program, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages, or loss which you or your minor child or ward might sustain as a result of participating in activities associated with this program.*

**Participant Name:** \_\_\_\_\_ **Group Name:** \_\_\_\_\_  
**Type of Program:** \_\_\_\_\_ **Date of Program:** \_\_\_\_\_

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK:** I understand and acknowledge that my participation in the above listed program at Hale Reservation may involve a variety of activities including; indoor and outdoor games, sports, water activities, challenge courses, and other rigorous physical activities. I hereby certify by my signature that I am physically, mentally, and emotionally fit and able to participate in this program. I am aware that the activities in which I am voluntarily engaging require that I be physically, mentally, and emotionally fit and able to participate in this program. Consistent herewith, I assume responsibility for my own physical fitness and capability to participate and I have taken such steps as I deem are appropriate to assure myself that I am fit and capable of such participation. I recognize that it is my sole responsibility to accurately and honestly assess my physical, mental, and emotional fitness. If, for any reason I have concerns that I am not capable to participate, I will so advise Hale Reservation and will not do so. I understand and acknowledge that, although the Hale Reservation may provide trained instructors, there is an inherent risk of serious injury or death when choosing to participate in the kinds of activities offered in the above-listed activities at Hale Reservation. I understand and acknowledge that such injuries may include, but are not limited to, sprained joints, pulled muscles, cable and rope burn, twisted knees, back strains, shoulder dislocations, neck injuries, skin abrasions, and perils not specifically named herein. I further state that I am cognizant of all inherent dangers of participation and the risks associated with my participation in the above-listed program. I understand, accept, and assume those hazards and risks, and waive all claims against Hale Reservation as set forth below.

**RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY:** I acknowledge that my participation in the programs at Hale Reservation is an exercise of my own free choice to participate voluntarily, and promise to take due care during such participation. I hereby release and discharge, and agree to indemnify and hold harmless, Hale Reservation and its officers, directors, members, agents, employees, volunteers, and any other persons or entities acting on its behalf (collectively, the "Released Parties"), against all claims, demands, and causes of action whatsoever, either in law or equity, relating to injury, disability, death or other harm, to person or property or both, arising from my participation in the above-listed activity at Hale Reservation. I understand that this release and agreement to indemnify includes any and all liability that may arise out of any Released Party's negligence or carelessness (including but not limited to negligent rescue attempts, course design, or equipment maintenance). I also understand that Hale Reservation does not provide any accident or medical insurance coverage and that I am required to provide my own accident and medical insurance coverage. After careful deliberation, I voluntarily give my consent and agree to this Acknowledgement of Risk and Release of Liability and Agreement to Indemnify.

**PHOTO RELEASE:** I grant permission for my photo to appear in Hale Reservation videos, camp brochures, websites, social networking sites (such as Facebook), and other promotional literature.

**Signature of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**If participant is under 18 years of age, his/her parent / legal guardian, must also sign.**

I (printed name) am the parent / legal guardian of the participant listed above. I have read, understand, and agree to the provisions of this Acknowledgement and Assumption of Risk and Release of Liability and Agreement to Indemnify. I consent to the participant listed above taking part in the activities described above. As described above, I hereby release and discharge, and agree to indemnify and hold harmless, Hale Reservation and its officers, directors, members, agents, employees, volunteers, and any other persons or entities acting on its behalf, against all claims, demands, and causes of action whatsoever, either in law or equity, relating to injury, disability, death or other harm, to person or property both, arising from my child's / ward's participation in the activities at Hale Reservation.

**Signature of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

