

**INFORMED CONSENT, RELEASE, & MEDICAL WAIVER  
FOR CAMPERS, STAFF, & VOLUNTEERS OF CAMP WINNATASKA**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in activities and programs at Camp Winnataska, now or any time in the future.

**Acknowledgment of Risk**

I, in my individual capacity or in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in camp activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in camp activities, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in camp activities and that said list in no way limits the operation of this Agreement.

**Coronavirus / COVID-19 Warning & Disclaimer**

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in camp programs or accessing Camp Winnataska facilities could increase the risk of contracting COVID-19 (which can then lead to the potential spreading of COVID-19 within households or to those in close contact), despite various health and safety measures taken by Camp Winnataska. Camp Winnataska in no way warrants that COVID-19 infection will not occur through participation in camp programs or activities or in accessing Camp Winnataska facilities.

**Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my participation, or the participation of the minor named below, in activities and programs at Camp Winnataska, I, \_\_\_\_\_, the undersigned participant or parent/guardian of the minor named below, agree to release and on behalf of myself and the minor named below, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** Camp Winnataska, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against [insert organization] on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Camp Winnataska facilities/equipment or participation in camp activities or programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my or the named minor's participation in camp activities and programs, I, the undersigned participant or parent/guardian of the named minor, agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my or the named minor's participation.

I hereby certify on behalf of myself and the named minor (if applicable) that I have full knowledge of the nature and extent of the risks inherent in participation in camp activities and programs and that I, on behalf of myself and the named minor (if applicable), am voluntarily assuming said risks. I understand that I, and the named minor (if applicable), will be solely responsible for any loss or damage, including personal injury, property damage, or death, I or the named minor sustains while participating in camp activities and programs and that by signing this agreement I, on behalf of myself and the named minor (if applicable), HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that I, and the named minor (if applicable), am/is in good health and have/has no conditions or impairments which would preclude my/his/her safe participation in activities and programs at Camp Winnataska.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. If I am signing on behalf of a minor participant, I also certify that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

_____	_____
Participant Name (Print Clearly)	Date
_____	_____
If Minor, Parent/Guardian Signature	Parent/Guardian Name (Print Clearly)

Contact Information

Phone: (\_\_\_\_) \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

**INFORMED CONSENT, RELEASE, INDEMNITY & HOLD HARMLESS AGREEMENT  
HIGH & LOW ROPES COURSE, CLIMBING WALL, & FACILITIES  
FOR PARTICIPANTS, YOUTH AND USERS OF CAMP WINNATASKA**

I for myself (or as the parent or guardian of the youth participant), understand that participation in activities at Camp Winnataska, St Clair County, Alabama offered through Camp Winnataska, Inc., or its affiliates by whatever name or any combination thereof (herein referred to as "Winnataska") involves a certain degree of risk that could result in injury or death. I understand that the activities may include but are not limited to **HIGH AND/OR LOW ROPES COURSES & CLIMBING WALL**, canoes, swimming, overnight stays and other indoor and outdoor activities.

In consideration of the benefits to be derived and after careful consideration of the risk involved and in view of the fact that the above Winnataska is an organization of volunteers who have implemented certain safety procedures to which I agree for myself to comply with and consent to the rules of Camp Winnataska and this documents; and for my youth,

**(PRINT NAMES OF YOUTH - UNDER AGE 18 - TO PARTICIPATE)** \_\_\_\_\_,

and in further consideration of the opportunity to participate in the Climbing Tower, High and/or Low Ropes courses and use the facilities of Winnataska, I (we) hereby release and waive any and all claims that I (we) may have against Winnataska, its affiliates, agents, servants, employees, volunteers, officers, trustees, directors, and committee members arising from my(our) or my (our) child/children presence on the property of Winnataska arising from participation in any activity thereupon, whether sponsored directly by Winnataska or another organization;

**I HEREBY AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS WINNATASKA AND THEIR AFFILIATES, AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, TRUSTEES, AND COMMITTEE MEMBERS FROM ANY AND ALL DEMAND FOR CLAIM OR ASSERTION OF LIABILITY, CLAIMS OR ACTIONS WHICH THEY MAY PAY OR BECOME OBLIGATED TO PAY; ARISING ON OR FROM THE WINNATASKA REAL OR PERSONAL PROPERTY, OR FROM MY (OUR) OR MY (OUR) CHILD'S OR CHILDREN'S PARTICIPATION IN THE HIGH AND/OR LOW ROPES COURSE OR ANY OTHER ACTIVITY THEREUPON, OR WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR FAULT OF WINNATASKA, REGARDLESS OF IF SPONSORED BY WINNATASKA OR THEIR AFFILIATES OR OTHERWISE, AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, TRUSTEES, OR COMMITTEE MEMBERS. I AGREE THAT THE INDEMNIFICATION INCLUDES THE AMOUNT OF CLAIMS, COURT COST, ATTORNEY FEES, REASONABLE INVESTIGATION AND DISCOVERY COST, EXPERT WITNESS, AND OTHER SUMS THAT WINNATASKA OR THEIR AFFILIATES WHETHER CHARTER OR OTHERWISE, AGENTS, SERVANTS, EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, TRUSTEES, AND COMMITTEE MEMBERS.**

**In case of an emergency in which I or my child is unable to communicate**, I hereby give my permission to Winnataska's personnel or volunteers in charge of such emergencies to administer first aid and transport me (or my child) to a care unit or hospital for treatment and I hereby give my permission to the physicians, care unit and/or hospital selected to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication.

**PARTICIPANT, OR PARENT(s) or GUARDIAN(s) OF YOUTH PARTICIPANT**

DATE: \_\_\_\_\_

\_\_\_\_\_  
**ADULT (18 OR OLDER) SIGNATURE**

\_\_\_\_\_  
**or SIGNATURES**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**or NAMES**

PHONE: (\_\_\_\_) \_\_\_\_\_

PHONE: (\_\_\_\_) \_\_\_\_\_

EMAIL: \_\_\_\_\_

