

# The Wilds Christian Association, Inc. ("The Wilds") Release and Waiver of Liability, Assumption of the Risk, and Indemnity Agreement

As an inducement to and in consideration for The Wilds allowing me/us and/or the Camper(s) named below to participate in any Camp Program and having read and understood this Agreement, I/We hereby state that I/We agree to the following:

## Statement of Authorization, Consent, and Acknowledgement of Risk

I/We understand that participation in the camp program at The Wilds is voluntary. I/We, for me/ourselves, and/or in my/our legal capacity as the parent/guardian of all the minor Campers named below, do hereby acknowledge and agree that participation in any camp activities comes with inherent risks. I/We have full knowledge and understanding of the inherent risks associated with camp participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, (4) illness, including exposure to and infection by viruses or bacteria, and (5) serious bodily injury including death. I/We further acknowledge that the preceding list is not inclusive of all possible risks associated with camp participation and that said list in no way limits the scope or operation of this Agreement.

The Wilds is a Christian camp that exists to present the Truth of God with the love of God. We believe God's Word contains the answers to the all-important questions of life including how God intends man to respond to life situations, and we will freely provide biblical counsel on these matters to every camper. Our counseling and the training our staff receive follow scriptural principles (rather than those of modern psychology or psychiatry). Thus, the Bible is the final authority in our counseling, and our staff are not licensed psychotherapists. By attending or allowing your child to attend camp, you agree that you or your child are willing to receive this type of counsel and waive and relinquish any right to sue, complain, or otherwise take any other action against The Wilds or its staff should you disagree with or believe Scripture to be misinterpreted or misapplied in such counseling.

## Waiver of Liability

I/We agree that in consideration of The Wilds hosting, providing, and permitting me/us and/or the Camper(s) named below to participate, I/We will not attempt to hold The Wilds, its directors, officers, representatives, agents, employees, and volunteers (hereinafter "RELEASEES") liable for damages arising from or pertaining to any injury or loss to person or property that I/We and/or the Camper(s) named below might sustain while participating; and I/We hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES from any liability, claim and/or cause of action arising out of or related to any property loss/damage or personal injury (physical or emotional), including death, that may be sustained by me/us and/or the Camper(s) named below that occurs as a result of my/our and/or the Camper(s) named below use of the facilities or equipment of The Wilds or participation in the camp program of The Wilds whether supervised or unsupervised, regardless of how the injury or damage occurs, including but not limited to the negligence of the RELEASEES.

## Assumption of Risk

I/We understand that by participating in the camp program of The Wilds, I/We and/or the Camper(s) named below ASSUME THE RISK known and unknown of personal injury and property loss/damage from risks and damages that are inherent in camp activities. I/We are voluntarily attending and participating and am/are allowing our Camper(s) named below to attend and participate.

## Indemnity and Hold Harmless

I/We agree to INDEMNIFY AND HOLD HARMLESS the 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/our and/or the use of the Camper(s) named below of the facilities or equipment of The Wilds or participation in the camp program of The Wilds whether injury or damage is caused by my/our and/or the Camper(s) named below negligence, the negligence of the RELEASEES, or the negligence of any third party from any loss, liability, damages or costs, including court costs and attorneys' fees, that RELEASEES may incur due to my/our and/or the participation of the Camper(s) named below in the camp program of The Wilds.

## Choice of Law and Severability

I/We further agree that this Agreement will be governed by the laws of the State of North Carolina, without regard to principles of conflict of laws. Any action based on or arising out of this Agreement shall be brought and maintained exclusively in the Transylvania County in North Carolina State Court or the Federal District Court for the Western District of North Carolina. I/We hereby expressly and irrevocably submit to the jurisdiction of such courts or pertinent appellate courts for the purposes of any such action and expressly and irrevocably waive, to the fullest extent permitted by law, any objection which I/We and/or the Camper(s) named below may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid, enforceable, and binding upon the parties.

\_\_\_\_\_  
Adult Camper Name (Print)

\_\_\_\_\_  
Adult Camper Signature

\_\_\_\_\_  
Date

(If Applicable)

I/We hereby warrant that I/We am/are the legal parent(s)/guardian/caretaker of the minor Camper(s) named below with the legal capacity/authority to act and to make major decisions in the life of the Camper(s) named below. I/We also represent and certify that the Camper(s) named below is/are physically and mentally fit to attend camp.

Minor Camper Names (Print): \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian/Caretaker Name (Print)

\_\_\_\_\_  
Parent/Guardian/Caretaker Signature

\_\_\_\_\_  
Date