



# Camp Glen Arden

## FOR GIRLS

### Camp Glen Arden

#### WAIVER, RELEASE, AND ASSUMPTION OF RISKS

**ACKNOWLEDGEMENT OF RISKS:** By submitting an application you acknowledge that you and your daughter are familiar with all aspects of Camp Glen Arden's programs as described through printed materials, videos and the website. You have also had ample opportunity to ask questions about Camp Glen Arden's activities and associated risks. You understand that there are inherent risks in attending Camp Glen Arden and other risks in most activities and programs, including, but not limited to, those associated with motor vehicle travel; personal injury, from scrapes and bruises to paralysis and death; exposure to the elements of nature, including heat, cold, rain and lightning; physical trauma associated with sports and other recreation; falls, kicks, bites and other risks associated with horseback riding, riflery, and sports; illness, including exposure to viral and/or bacterial infection; injuries caused by working with tools, including woodcarving; drowning and injury related to swimming and boating, and other camp activities. Camp activities include travel off the premises to recreational opportunities. You understand that the areas to which campers have access include lakes and rivers, rocky and rugged wooded terrain, rock cliffs, and waterfalls, poison ivy and other harmful plants, and potentially harmful plants, snakes, bees, and other creatures. Campers will be exposed to environmental risks, including sunburn, hypothermia, frostbite, dehydration, heatstroke, altitude sickness, poison oak/ivy, ticks, and mosquito bites.

**COMMUNICABLE DISEASES:** In light of the rapid development and spread of the novel virus COVID-19 and the resulting pandemic, it is necessary for Camp Glen Arden to take reasonable steps to protect the safety of its camp community. You understand and acknowledge that naturally occurring disease processes (including, but not limited to, the currently widespread novel virus COVID-19) can occur in all environments in which Camp Glen Arden's activities take place. You acknowledge that, although Camp Glen Arden has taken reasonable measures to avoid contact, transmittal, and exposure of the virus between people (including between other campers, employees, and third parties) that there is risk of transmission of disease while at Camp Glen Arden. You understand and agree that by allowing your daughter to participate at Camp Glen Arden, you are accepting and assuming the risk that she may be exposed and become ill as a result of COVID-19 and other communicable diseases and that it is an inherent risk of attending camp this summer.

You acknowledge that Camp Glen Arden has an outstanding safety record, and has taken reasonable measures in the development of an appropriate summer camping and expedition program. By submitting this application, both parents acknowledge that they know and understand that camp and outdoor activities cannot be 100 percent safe.

By submitting this application, both parents and their daughter acknowledge and understand that due to the nature of the activities, there remain risks that can result in loss or damage to property and or loss or damage to the participant, including accidental injury, illness, permanent trauma, disability or death.

You further acknowledge that you have fully disclosed any pre-existing physical, medical, behavioral, psychological or physical challenges, severe allergies or learning differences to the camp.

You agree that the risks and dangers and any resulting loss and/or damages may be caused by your child's own actions, inactions, or negligence, the actions, inactions or negligence of other campers and/or participants, the conditions under which certain camp activities take place, and/or the acts or inactions of the "RELEASEES" named below;

There are other risks, losses and/or damages that your child or you could experience that you may not be aware of at this time or are not readily foreseeable to us at this time; and

WITH FULL ACCEPTANCE AND UNDERSTANDING OF THE FOREGOING, you fully accept and assume all such risks and all responsibility for losses, costs and damages that either you or your child incur as a result of her participation in Camp Glen Arden and any and all of the activities at Camp Glen Arden.

**RELEASE OF ALL CLAIMS BY US AND/OR FOR YOUR CHILD, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT:** You hereby release, discharge, waive and promise not to sue Camp Glen Arden and/or its owners, shareholders, officers, directors, members, managers, administrators, agents, employees and/or volunteers, and/or other participants, officials, rescue personnel, sponsors, advertisers, owners and lessees of the premises where Camp Glen Arden is conducted or where off-camp activities are conducted (collectively "RELEASEES"), FROM/FOR ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, TO US AND/OR TO YOUR CHILD BY THE NEGLIGENCE OF ANY OR ALL OF THE RELEASEES, INCLUDING ANY AND ALL CLAIMS ALLEGED FOR EMOTIONAL DISTRESS and/or CLAIMS ARISING FROM NEGLIGENT RESCUE AND/OR EMERGENCY RESPONSE OPERATIONS; AND YOU FURTHER AGREE THAT IF, DESPITE THIS RELEASE, YOU, YOUR CHILD, OR ANYONE ON YOUR CHILD'S BEHALF MAKES A CLAIM ARISING FROM ANY INJURY (INCLUDING DEATH), LOSS, and/or DAMAGE EXPERIENCED BY YOUR CHILD, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH AND ALL OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEYS FEES, LOSS LIABILITY, DAMAGE, AND/OR ANY OTHER COSTS THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

**CAMPER'S CONDITION AND BEHAVIOR:** Camp Glen Arden reserves the right to dismiss any camper who violates the camp rules, or whose conduct is determined by Camp Glen Arden to be detrimental to herself, other campers, or the general welfare of the camp. There will be no reduction of fees for any dismissal, late arrival, or early withdrawal, including for reasons of homesickness. Only in cases of early withdrawal due to serious illness will a refund of a portion of the tuition be considered, in Camp Glen Arden's sole discretion. Camp Glen Arden reserves the right to dismiss any girl whose presence or actions, in the Director's judgment, are detrimental to the best interests of Camp Glen Arden, and the summer camp experience it offers. In the event of any such dismissal, there will be no refund of any camp tuition.

**COST OF MEDICAL TREATMENT:** You agree to pay and accept full and sole financial responsibility for any and all medical services, treatments, hospitalizations, surgeries and/or any other type of service provided by any medical provider that may be incurred as a result of your child's enrollment and/or participation at Camp Glen Arden. In the event that Camp Glen Arden pays any expenses for any above described medical services or treatment, you agree to fully reimburse Camp Glen Arden for those expenses.

**PERMISSION FOR PHOTOGRAPHS/VIDEO:** You grant permission to Camp Glen Arden to use photographs or video that include your child for camp advertising, marketing and similar materials, including Camp Glen Arden's web page.

**CHOICE OF LAW AND FORUM:** Any and all disputes, claims, lawsuits and/or complaints you may have against any of the Releasees, individually and/or collectively shall be governed by the substantive laws of the State of North Carolina, and action, lawsuit or other proceeding initiated by you and/or on behalf of your child named above shall occur or be filed in Henderson County, North Carolina.

**INTEGRATION:** You understand and agree that this Agreement is a fully integrated contract and supersedes any oral and/or written expressions by Camp Glen Arden whether given directly or indirectly to you.

**SEVERABILITY:** In the event any clause or provision in this Agreement shall be found or determined by a Court to be invalid, the validity of such clause or provision shall not otherwise affect the validity or enforceability of the remaining provisions.

Date: \_\_\_\_\_

Printed Name of Camper: \_\_\_\_\_

Printed Name of Parent/Guardian #1: \_\_\_\_\_

Signature(s) of Parent/Guardian: \_\_\_\_\_

Printed Name of Parent/Guardian #2: \_\_\_\_\_

Signature(s) of Parent/Guardian: \_\_\_\_\_