

# ASSUMPTION OF RISK, COVENANT NOT TO SUE, WAIVER & RELEASE

## INTRODUCTION

You (Guardian) willingly acknowledge that your child (PARTICIPANT) is a participant in summer camp activities with the **Summer Cove, LLC** which I also acknowledge that my child is participating voluntarily, and that all general risks have been made clear to me. Additionally, my child does not have any conditions that will increase his/her likelihood of experiencing injuries while engaging in this activity.

## AGREEMENT

This assumption of risk, covenant not to sue, waiver and release agreement (agreement) is made and entered into by and between the undersigned parties, effective as of the date signed by the parties (effective on the earliest date signed, if signed on different dates).

In consideration for being permitted to participate in the summer camp organized by **Summer Cove, LLC**, the child or herby known as PARTICIPANT for themselves and their respective heirs, assigns, next of kin and legal representatives, hereby: **ASSUME ANY AND ALL RISKS**, known and unknown, and assume all responsibility for the losses, costs and/or damages resulting from injury, disability, paralysis or death, involved in or arising from PARTICIPANTS' participation in the summer camp organized by **Summer Cove, LLC** including, but not limited to, collision between participants, a person or stationary object, skidding, overturning, sudden stops, equipment failure, flying objects, fire, explosion, the unavailability of emergency care **OR THE NEGLIGENCE OR DELIBERATE ACTS OF ANOTHER PERSON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR FAULT OF Summer Cove, LLC**, its officers, members, volunteers, contractors, guests or lother PARTICIPANT (Releasees) in the summer camp organized by **Summer Cove, LLC**. PARTICIPANT agrees to hold Releasees completely harmless and not liable.

PARTICIPANT hereby RELEASE AND DISCHARGE the Releasees in the summer camp from all liability whatsoever to the PARTICIPANT, their respective parents/guardians, spouses, personal representatives, assigns, heirs and next-of-kin, and agree not to sue them on account of, arising out of or in connection with any and all injuries, death, losses, damages, and any claims, causes of action, costs, expenses, or demands for any injuries, death, losses or damage, to the person or property of the PARTICIPANT, **WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR FAULT OF RELEASEES**, while the PARTICIPANT is participating in the summer camp.

- WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect exist at the time of executing the release.
- AGREE that by participating in the summer camp, PARTICIPANT and guardian is aware of the inherent dangers of activities. If PARTICIPANT believe that PARTICIPANT cannot safely participate in the summer camp, PARTICIPANT will immediately notify **Summer Cove, LLC** and cease further participation in the summer camp.
- PARTICIPANT may not participate in the summer camp under the influence of drugs or alcohol, or if there is any other physical condition that may impair the ability to understand the instructions or participate without creating risk to the PARTICIPANT or others.
- Further PARTICIPANT and guardian agree to indemnify, defend, and hold harmless the **Summer Cove, LLC**, its officers, members, volunteers, contractors, and guests (Indemnitees) against any and all claims, causes of action, damages, judgments, costs or EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGES, OR COSTS which in any way arise from or relate to PARTICIPANT participation in the summer camp **WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OR FAULT OF THE INDEMNITEES OR OTHER PARTICIPANT, OPERATOR OR OTHERWISE**, or which Indemnitees **MAY INCUR DUE TO CLAIMS OR LAWSUITS FILED OR MADE AGAINST Indemnitees**.

This agreement will be irrevocable and binding on all parties, subject to the above terms and conditions, when it is signed by the PARTICIPANT and guardian.