

# CPC ROCK HIGH SCHOOL HOUSEBOATS SUMMER CAMP

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of being permitted to participate in Community Presbyterian Church's Houseboats high school summer camp (or for such children identified below to so participate) for any purpose, including, but not limited to observation, use of the facilities or equipment, or receiving instruction, training, or supervision, participation in any program with, on behalf of, or affiliated with Community Presbyterian Church (hereafter "CPC"), THE UNDERSIGNED, for himself or herself and as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she understands the nature of all the activities involved in the CPC ROCK Houseboats Summer Camp, including transportation by charter bus, use of and lodging on rented houseboats, recreation on and around a large body of water, games and recreational competitions on land, and inclusion in religious services and group discussions. It is further warranted that such occupation and/or use of CPC premises, facilities and equipment or participation in any program constitutes an acknowledgment by the undersigned that such premises, facilities, equipment, and programs are deemed acceptable, appropriate, and reasonably suited for the purpose of such use or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, facilities, equipment and programs.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER ONTO ANY PREMISES OR FACILITIES, USE EQUIPMENT, OR PARTICIPATE IN CPC CAMP ACTIVITIES FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, RECEIVING INSTRUCTION OR TRAINING, OR PARTICIPATING IN ANY PROGRAM AFFILIATED WITH CPC, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE CPC, its pastors, directors, officers, employees, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned and participating children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property, or resulting in death of the undersigned or such children, whether caused by the negligence of the releasees or otherwise while the undersigned, or participating children are in, upon, or about any CPC-related premises or facilities, or using any CPC-related equipment or participating in any program affiliated with CPC, including, but not limited to boating and all related activities including, but not limited to swimming, wading, kayaking, stand-up paddle boarding, hiking, diving, games, and recreation. In consideration of accepting the registration and permitting the voluntary participation of the undersigned or such children in CPC programs, for myself and on behalf of the participant, I hereby release, discharge and agree to hold harmless CPC, its employees, volunteers, officials, sponsors, and the agents, employees, officers, and directors of said persons or entities from any and all claims, demands, costs, expenses, and compensation arising out of or in any way related to any injury or damage that may result to said participant, including any physical or other injury or death caused by the negligence of any person or entity described above.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage, or cost releasees may incur, including reasonable attorney fees and costs, due to the presence of the undersigned or such children in, about, or upon the premises of CPC or in any way observing, or using the facilities, or equipment, or participating in any program affiliated with CPC whether caused by the negligence of releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned and such children due to the negligence of releasees or otherwise while in, about, or on any premises associated with CPC and/or while using any premises, facilities or equipment or participating in any program affiliated with CPC. The UNDERSIGNED, for myself and on behalf of such children, our heirs, assigns and next of kin, acknowledge that participation in such outdoor activities as boating, swimming, wading, kayaking, stand-up paddle boarding, hiking, diving, jumping, and other outdoor recreation necessarily involves physical risks including risk of severe, permanent physical injury including bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. For myself, and on behalf of such children, our heirs, assigns and next of kin, we willingly and voluntarily accept and assume all such risk.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any disputes will be litigated in the County of Contra Costa and the prevailing party is entitled to reasonable attorney fees and costs.

THE UNDERSIGNED IS OF LEGAL AGE, HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL MODIFICATIONS, REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.  
I HAVE READ THIS ENTIRE RELEASE.

\_\_\_\_\_  
Signature of Adult Participant or Parent

\_\_\_\_\_  
Name of Child in Program or Adult Participant

\_\_\_\_\_  
Date