

## PARTICIPANT AGREEMENT FOR RELEASE AND ASSUMPTION OF RISK

### (MINOR PARTICIPANT)

*Please read this document carefully. It provides important information about the activities of Black Diamond Camps, a Washington corporation (“Black Diamond Camps”) and affects the legal rights of a participant who is a minor (under eighteen years of age) and his or her parent or legal guardian in the event the minor participant suffers a bodily injury or other loss arising from his or her participating in Camp related activities, on or off camp premises*

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In consideration of the minor participant (sometimes referred to below as “my child”) being permitted to participate in activities of Black Diamond Camps, use its facilities, or visit its premises for any purpose, I, parent or legal guardian of the minor participant, acknowledge and agree to the following:

**Activities:** I understand and acknowledge that activities of Black Diamond Camps in which my child may participate, on the premises of the Camp or elsewhere, may include, among others, physical activities such as running, jumping, swimming and other water activities, high adventure activities, inflatables, competitions, and other activities, on or off the camp premises, which may be organized and supervised by the Camp staff or spontaneous without participation or supervision of Camp Staff. Transportation using Camp vehicles and drivers may be provided to activities and events on and off the Camp premises. My child agrees to abide by rules and regulations of the Camp and to follow instructions of staff.

**Risks of Activities and Premises:** I understand and acknowledge that, whether the minor participant is supervised or not, there are risks associated with the activities of the Camp and moving about its premises and other activity sites. These risks include the following: those ordinarily associated with rigorous outdoor activities, including the unpredictable forces of nature; rugged and sometimes unstable terrain; a remote environment that may cause significant delays in obtaining emergency medical care; falls, breaks, and sprains; contact with harmful plants and animals; vehicle collisions and accidents; drowning and near-drowning; errors in judgment and conduct, including negligence, of staff, co-participants, and others; the failure of gear and equipment; and other risks of property damage, bodily injury, and death. I understand and acknowledge that some of these risks are inherent in the activities and the premises and, without undertaking these risks, the Camp experience would lose its value and appeal.

**Assumption of Risks:** For myself and on behalf of my child, the minor participant, I acknowledge and assume all risks of the activities of Black Diamond Camps, whether or not the risk has been described above or inherent in the activities listed above, wherever they may take place, and all risks of my child being on and moving about the premises of Black Diamond

Camps and any other sites of its activities. I have explained the risks to my child who understands them and chooses to participate in the activities and use the Camp and other facilities and premises in spite of such risks.

**RELEASE: AS PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT I, FOR MYSELF AND, TO THE MAXIMUM EXTENT ALLOWED BY THE LAWS OF THE STATE OF WASHINGTON, ON BEHALF OF THE MINOR PARTICIPANT, AGREE TO WAIVE, RELEASE, AND NOT TO SUE BLACK DIAMOND CAMPS, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, AND STAFF (EMPLOYEES AND VOLUNTEERS) ("RELEASED PARTIES") FOR ANY PROPERTY LOSS, BODILY INJURY, DEATH OR OTHER LOSS SUFFERED BY ME OR BY MY CHILD THAT IS IN ANY WAY RELATED TO HIS OR HER BEING ENROLLED IN OR PARTICIPATING IN ANY ACTIVITIES OF BLACK DIAMOND CAMPS OR HIS OR HER PRESENCE ON THE PREMISES OF BLACK DIAMOND CAMPS OR ANY OTHER ACTIVITY SITE.**

**INDEMNITY: I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS (THAT IS, TO PROTECT AND DEFEND, AND PAY DEMANDS AND JUDGMENTS, INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES AND INSURANCE DEDUCTIBLES) THE RELEASED PARTIES FROM ANY CLAIM OF PROPERTY LOSS, BODILY INJURY, DEATH OR OTHER LOSS SUFFERED BY ME OR BY MY CHILD, OR CAUSED BY MY CHILD, THAT IS IN ANY WAY RELATED TO HIS OR HER BEING ENROLLED IN OR PARTICIPATING IN ANY ACTIVITIES OF BLACK DIAMOND CAMPS OR MY CHILD'S PRESENCE ON THE PREMISES OF BLACK DIAMOND CAMPS OR ANY OTHER ACTIVITY SITE.**

**THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE BY ANY RELEASED PARTY BUT NOT CLAIMS OF RECKLESSNESS OR INTENTIONALLY WRONGFUL CONDUCT.**

**Other:**

- For myself and on behalf of my child, I understand and agree to the terms of this Participant Agreement and agree that the protections it provides to the released and indemnified parties are intended to be as broad and inclusive as permitted by Washington law.
- I hereby consent to Black Diamond Camps taking or using any photographs of my child or recording my child, whether audio or video, while he or she is on the premises of Black Diamond Camps or any other activity site. I agree that Black Diamond Camps may use any such photographs or recordings of my child without providing any compensation or remuneration.
- Black Diamond Camps is authorized to provide or obtain medical care for my child, including transportation to a medical facility, as it deems appropriate or necessary, and at my expense, and to exchange medical information about my child with any third-party care providers.
- To the extent a claim asserted by me or my child against a Released Party is dismissed or deemed by a court of competent jurisdiction to be without merit, I agree that the

Released Party may recover from me or my child his or her costs, including reasonable attorneys' fees, incurred in defending the claim.

- I acknowledge and agree that any suit that I or my child brings against a Released Party shall be brought exclusively in King County, Washington, and that the laws applicable thereto shall be those of the State of Washington without regard to any conflict of law principles.
- This Participant Agreement may be amended only by a written instrument signed by a duly authorized representative of Black Diamond Camps.
- Should a court of competent jurisdiction find any provision of this Participant Agreement to be invalid, illegal, or unenforceable, on behalf of my child, I agree that the remainder of this Participant Agreement shall nevertheless remain in full force and effect.

**Duration of this agreement:** This Agreement pertains to visits to any activity or program of "Black Diamond Camps" occurring at any time during the next year (365 days) from the date this agreement is signed. Visits and participation in activities and programs thereafter, if any, will be the subject of another agreement. Rights under this agreement, as to prior activities, will not be affected in any way by the new agreement.

I acknowledge and agree that this Agreement is intended to be binding upon me and my child and my and my child's heirs, estate, executors, guardians, administrators, legal representatives, and assigns.

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Child's/Children's Name(s)

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Signature of Parent

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Date

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Printed Name of Parent

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Parent's email address