

Episcopal Diocese of Utah
Assumption of Risk, Release of Liability, and Indemnification Agreement

IMPORTANT – THIS IS A LEGAL DOCUMENT
PLEASE READ AND UNDERSTAND THIS DOCUMENT
BEFORE SIGNING

This Agreement must be completed in order to participate in the activities associated with this Program.

Participant (print full name): _____

Camp Tuttle Program

I, the undersigned, am the Participant or the Parent and/or Legal Guardian of the minor Participant. I am familiar with the activities that take place in the Program, as described on the attached Disclosure.

ASSUMPTION OF RISK: I will participate or authorize the Participant to participate in the Program at **Camp Tuttle**. I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Program that may expose the Participant to illness, injury, or death. Participant or Parent/Guardian freely and voluntarily participates or allows participation in the Program with the knowledge of the danger involved and hereby agrees to assume any and all risk of illness, injury, or death. Participant may decline to participate in any activity of the Program without having to give any reason.

RELEASE OF LIABILITY AND INDEMNIFICATION: The Episcopal Diocese of Utah is not an insurer of Participant's behavior, actions, or participation in the Program, and the Diocese assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Program activities. Participant or Guardian/Parent releases and indemnifies and holds harmless the Diocese, and its officers, employees, and agents (the Parties Released) from any liability whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or any third party, or loss or damage to any property belonging to Participant or any third party, arising out of or related to Participation in the Program, excepting only such loss, damage or injury as may be caused by the sole negligence of the Parties Released.

JURISDICTION AND VENUE: The venue of any lawsuit arising out of or related to participation in the Program will be the state or federal courts located in Salt Lake County, State of Utah, and this Agreement will be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of law. If any portion of this Agreement is held invalid by a court of law, the remainder will, notwithstanding, continue in full force and effect.

ATTORNEY FEES AND COSTS: Participant or Parent/Guardian will pay any attorney fees and costs incurred by the Diocese in enforcing this Agreement.

Participant or Parent/Guardian has carefully read the terms of this Agreement and fully understands their content and is aware that this is a Release of Liability and a contract between Participant or Parent/Guardian and the Diocese, and signs it of his or her own free will.

____ (initial) I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement will bind my heirs and personal representatives.

Signature of Participant

Date

____ (initial) I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Parent/Guardian of the Participant and that I understand the terms of this Agreement. I also acknowledge that this Agreement will bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Parent and/or Legal Guardian of Participant

Date

Signature of Witness (anyone over 18) **MUST BE SIGNED**

Date

Participant Address: _____ Parent/Guardian telephone number(s): _____

Person(s) to be notified in case of emergency: _____ Telephone number(s): _____

In the event of an emergency, the Parent/Guardian and/or the emergency contact(s) will be notified as soon as possible. No diagnosis, treatment, or care will be withheld if a Parent/Guardian or other responsible person cannot be reached.

Disclosure

Camp Tuttle programs involve a variety of activities that often include warm-ups, games, group initiative activities, outdoor activities, high and low challenge ropes course activities, and other rigorous physical adventure activities. An activity may require swimming, climbing, balancing, pulling oneself up, carrying or lifting other participants, and a risk of falling. The level of participation in all Camp Tuttle program activities is at all times completely up to the Participant's choice. Camp Tuttle program staff will accommodate Participants with physical limitations where reasonably able to do so.

Signature of Participant or Parent/Guardian

Date

OVER

Episcopal Diocese of Utah

Personal and Medical Information, Authorization to Treat, and Authorization to Release

This document must be completed in order to participate in the activities associated with this Program.

Participant (print full name): _____

Camp Tuttle Program

Please check the statements applicable to the Participant, and provide the requested information:

- Participant does not have any medical condition that would prevent full participation in the Program, except:

- Participant is allergic to the following foods or medicines: _____
- Participant is currently taking medications. Participant will bring all such medications necessary, and such medications will be well-labeled. All medications, including over-the-counter, brought by Participant must be surrendered at the time of check-in to the Camp medical staff and will be distributed by such staff as needed and as described in this Release. Names of medications and concise directions for seeing that the Participant takes such medications, including dosage and frequency of dosage, are as follows:

Signature: _____ Date: _____

- No medication of any type, whether prescription or non-prescription, may be administered to Participant unless the situation is life-threatening and emergency treatment is required.

Signature: _____ Date: _____

- I hereby grant permission for non-prescription medication (such as aspirin, throat lozenges, cough syrup) to be given to Participant, if deemed appropriate.

Signature: _____ Date: _____

- In the event of an emergency, I hereby give permission to transport Participant to a hospital for emergency medical or surgical treatment. I can be reached as follows:

Signature: _____ Date: _____

Telephone number(s): _____

Other emergency contact(s):

Name: _____ Telephone number(s): _____

Name: _____ Telephone number(s): _____

Name: _____ Telephone number(s): _____

In the event of an emergency, the Parent/Guardian and/or the emergency contact(s) will be notified as soon as possible. No diagnosis, treatment, or care will be withheld if a Parent/Guardian or other responsible person cannot be reached.

- Participant has adequate health insurance to cover the costs of treatment in the event of any illness or injury as follows:

Carrier: _____ Insurance Identification Number: _____

Carrier Address: _____ Carrier Telephone Number: _____

The Diocese and its employees and agents will not release or disclose any personal information contained in this Release, except to such Diocesan and Program staff as necessary to comply with the information provided above, and to such medical personnel as necessary to obtain medical treatment for Participant.

The information provided in this Release is correct to the best of my knowledge. I understand that in signing this document, I authorize verification of this information through communication with any person or organization named herein. I release from liability the Diocese and any person or organization which provides such information. In the event of any changes in the above information, I will provide it to the Diocese and Program staff in writing.

Signature of Parent and/or Legal Guardian of Participant

Date