



## Assumption of Risk, Waiver and Release of Liability, and Indemnity Agreement

**1. ENROLLMENT.** I wish to enroll \_\_\_\_\_ (insert child's name) ("Participant") in Sequoia Day Camp ("Camp") and agree to pay all Camp fees in full at the time of registration.

### 2. REPRESENTATIONS AND WARRANTIES.

The undersigned represents and warrants to Sequoia Club, Inc. ("Sequoia") the following:

- I am the parent or legal guardian of Participant and have the legal authority to enter into this agreement on his or her behalf.
- Participant is in good health and in proper physical condition to participate in physical activities (the "Activities") while at Camp.
- I understand that the Activities will include running, jumping, swimming, and other physical activities that may involve the risk of injury.
- I understand it is my responsibility to inform Sequoia if a Participant does not know how to swim.
- I consent to Participant receiving reasonable medical attention and first aid at Sequoia in the event of an injury or medical emergency and for Sequoia to arrange for emergency transportation to an appropriate health care facility as needed.
- I understand that all expenses for any such medical attention, treatment, diagnostics and transportation will be my responsibility.
- I understand that if Participant requires the use and administration of an epi-pen, it is my responsibility to ensure that the epi-pen is on Participant's person or within his or her personal belongings each day of Camp; and
- I release all pictures of participants taken on behalf of Sequoia for promotional purposes and programming materials, including the Sequoia website.

### 3. ASSUMPTION OF RISK.

I REPRESENT THAT I FULLY UNDERSTAND THE RISKS OF THE ACTIVITIES AND KNOWINGLY ASSUME ALL OF THE RISKS OF THE ACTIVITIES AND TAKE FULL RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT PARTICIPANT INCURS ARISING OUT OF OR RELATING TO THE ACTIVITIES.

### 4. WAIVER OF LIABILITY

I, FOR MYSELF AND ON BEHALF OF PARTICIPANT, FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE, AND DISCHARGE SEQUOIA AND ITS DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (COLLECTIVELY, THE "SEQUOIA PARTIES") FROM ANY AND ALL CLAIMS FOR ANY INJURY, INCLUDING WITHOUT LIMITATION, PERSONAL, BODILY OR MENTAL INJURY OR DEATH, ECONOMIC LOSS OR ANY DAMAGE ARISING FROM OR RELATED TO: (I) PARTICIPANT'S PARTICIPATION IN CAMP AND THE ACTIVITIES; (II) ANY ACT OR OMISSION OF A SEQUOIA PARTY, OTHER THAN GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (III) THE CONDITION OR DESIGN OF, OR ANY DEFECT IN, ANY BUILDING, POOL OR EQUIPMENT USED BY THE SEQUOIA PARTIES; OR (IV) ANY MEDICAL ATTENTION OR TREATMENT ADMINISTERED TO PARTICIPANT, INCLUDING WITHOUT LIMITATION, ADMINISTRATION OR USE OF AN EPI-PEN.

### 5. INDEMNIFICATION.

I agree to hold harmless, defend and indemnify the Sequoia Parties from and against 1) any claims arising from or related to injury or loss due to Participant's participation in Camp and the Activities; and 2) any claims of co-participants, rescuers, or others arising from or related to Participant's participation or conduct in Camp and the Activities. "Claims" include all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or termination of Camp and the Activities.

**6. SEVERABILITY.** If any provision of this agreement is determined by a court of competent jurisdiction or arbitrator to be unlawful, void, or unenforceable, then that provision shall be severed from this agreement and shall not affect the validity or enforceability of any remaining provision.

### 7. INTEGRATION.

I agree that this agreement supersedes all previous oral or written promises or agreements regarding the Camp or the Activities, and that this agreement cannot be modified or changed unless I or Sequoia consent in writing.

### 8. FULL KNOWLEDGE.

I represent that I have carefully read, understand, and voluntarily sign this agreement and acknowledge that it is binding on me, Participant, and other family members or guardians of Participant, as well as my and Participant's heirs, assigns, trustees, receivers, administrators, executors, representatives, agents, and estate, and that it may be pled as a bar and defense to any action or other proceeding that I or Participant may assert arising out of or related to Camp or the Activities.

**\_\_\_PLEASE CHECK IF CAMPER IS NOT A SWIMMER/STRONG SWIMMER**

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Signature of Parent or Guardian

Print Name

Date