

DORDT UNIVERSITY

Release of Liability, Waiver, and Indemnification

I understand that all day camp, athletic camp, academic camp, overnight camp, and other academic and recreational programs carry with them significant risks. Although Dordt University ("Dordt") has taken reasonable and prudent steps to reduce foreseeable risks, they still exist. Accordingly, in exchange for my being allowed to participate in a day and/or overnight camp or recreational program or activity (the "Program"), sponsored by Dordt, I, and if I am not yet 18 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

1. Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.
2. Identification of Risks. I understand that there are certain dangers, hazards, and risks inherent in day camp, overnight camp, and other recreational activities. More specifically, there are certain dangers, hazards, and risks inherent in certain activities conducted at the Program, including, but not limited to, sports, water games and events, outdoor games, swimming, gymnasium activities, camp transportation, bathing and eating and other residential activities (in the overnight camps), all of which may be scheduled Program activities. I may voluntarily participate in some or all of these activities. I also understand that medical facilities or treatment may be inadequate or unavailable during portions of the Program. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. There may be other risks not known to Dordt and not reasonably foreseeable at this time. I further understand that some of the premises, facilities, and equipment used in connection with the Program may not be owned, maintained, or controlled by Dordt, but rather by the premises owners (the "Premises Owners"). I understand that this Release of Liability, Waiver, Indemnification, and Consent is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of Dordt or its trustees, officers, employees, agents, volunteers, successors, or assigns (collectively, the "Representatives"), including, but not limited to, risks created by the following: (a) my physical, emotional, and psychological limitations and/or discomfort; (b) the physical, emotional, and psychological limitations and/or discomfort of others; (c) the use and/or condition of premises on which various Program events occur; (d) the lack or inadequacy of policies, rules, or regulations with respect to the Program; (e) the failure of Dordt or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (f) the inadequacy or unavailability of medical facilities, treatment, and/or professionals; or (g) the lack or inadequacy of supervision by Dordt or its Representatives.
3. Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
4. Release and Waiver. I release Dordt and its Representatives from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Program, even if caused in whole or in part by the negligent acts or omissions or other misconduct of Dordt or any of its Representatives (a "Claim"). This release does not apply to reckless or intentional misconduct of Dordt or any of its Representatives.
5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) Dordt and its Representatives, and the Premises Owners, from any Claim or expense, including reasonable attorneys' fees for the legal counsel of Dordt's choice (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with a Claim.
6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Dordt, the Program, and their respective directors, officers, employees, agents, volunteers, successors, and assigns.
7. Severability. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.
8. Applicable Law. Because the Program is located in the State of Iowa, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of Iowa.

THIS IS A RELEASE OF LIABILITY AND WAIVER. I HAVE READ THIS RELEASE OF LIABILITY, WAIVER, AND INDEMNIFICATION. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, AND INDEMNIFICATION VOLUNTARILY.

Printed Name (Camper)

Signature

Date

If the person participating in the Program is not yet 18 years old, both parents or the legal guardian(s) must sign:

IN EXCHANGE FOR MY/OUR CHILD OR WARD BEING ALLOWED TO PARTICIPATE IN THE PROGRAM, AND AS THE PARENT(S) OR LEGAL GUARDIAN(S) OF THE ABOVE-NAMED INDIVIDUAL, I/WE VERIFY THAT I/WE FULLY UNDERSTAND, AGREE TO, AND ACCEPT ALL PROVISIONS OF THIS RELEASE OF LIABILITY, WAIVER, AND INDEMNIFICATION.

Printed Name (Parent or Legal Guardian)

Signature

Date

Printed Name (Parent or Legal Guardian)

Signature

Date