

**CAMP GRAY, INC.**  
**WAIVER AND RELEASE OF LIABILITY**  
**AND**  
**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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(Name of Participant/Age)

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(Name of Parents/Legal Guardians)

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(Address)

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(City)

(State)

(Zip Code)

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(Home Telephone No.)

(Work or Cell Telephone No.)

In consideration for Participants being permitted to participate in Camp Gray, Inc. ("Camp Gray") programs, summer camps, events, or retreats and/or use Camp Gray's facilities or equipment, Participant, Parent(s) and/or Legal Guardian(s) of a minor Participants, agree as follows:

1. **ACKNOWLEDGEMENT OF RISK.** Participant(s), Parent(s) and/or Legal Guardian(s) acknowledge and fully understand there are inherent risks of serious injury or death associated with tower climbing, hiking, backpacking, biking, swimming, canoeing, and other activities associated with Camp Gray. These inherent risks include, but are not limited to: encountering natural dangers such as falling rocks or objects, irregular or uneven ground, or unseen and unmarked objects; and drowning or serious injury in and around water due to water movement, subsurface conditions, cold water temperature, water impurities, and the like. Inherent risks also include acts or omissions of other participants; the condition of equipment or property; weather conditions (such as lightning strikes, sunburn, rain or hail storms, tornadoes, and the like); contact with plants, animals or insects; the risk of Participant engaging in unauthorized activities; Participant's physical condition; Participant's own acts and omissions; conditions of roads, trails waterways or terrain; the administration and availability of first aid and emergency treatment; and consumption of food or drink by Participant. Participant, Parent(s) and/or Legal Guardian(s) further acknowledge that all inherent risks associated with activities at Camp Gray cannot be described in this document.

2. **PARTICIPANT WAIVER OF RIGHTS AND RELEASE OF LIABILITY.** Participant(s), Parent(s) and/or Legal Guardian(s) hereby release, waive, discharge and covenant not to sue Camp Gray, its employees, officers, directors, and/or agents (collectively, the "Camp Gray Releasees") from all liability to the Participant, Parent(s), and/or Legal Guardian(s), their personal representatives, assigns, heirs and next of kin, for any and all loss or damage, and any claim or demands therefore, on account of injury to the person or property or resulting in the death of Participant, Parent(s) and/or Legal Guardian(s), arising out of or related to participation in Camp Gray programs, summer camps, events or retreats and/or use of Camp Gray facilities and equipment, including but not limited to those risks described in paragraph 1 above, whether caused by the negligence of the Camp Gray Releasees or

otherwise. This waiver of rights and release of liability does not include injury, damage, death or loss as a result of the intentional or reckless acts of the Camp Gray Releasees.

**3. INDEMNIFICATION AND HOLD HARMLESS.** Participant, Parent(s) and/or Legal Guardian(s) shall indemnify and hold harmless the Camp Gray Releasees against all losses, damages, monetary awards and expenses, including all costs and attorneys’ fees, incurred in connection with any and all claims of negligence on the part of the Camp Gray Releasees, brought by Participant, Parent(s) and/or Legal Guardian(s), their heirs, successors, assigns, and legal representatives, for any injury, death, illness, disease, or damage to property, arising from or connected with participation in any Camp Gray program, summer camp, event or retreat and/or use of Camp Gray’s facilities and/or equipment. The indemnification and hold harmless provision does not include losses, damages, monetary awards and expenses, including costs and attorneys’ fees, as a result of the intentional or reckless acts of the Camp Gray Releasees.

**4. MISCELLANEOUS.** The parties agree that the provisions of this “Waiver and Release of Liability; Indemnification and Hold Harmless Agreement” (“Agreement”) shall be deemed severable, and that the invalidity or unenforceability of any one or more of the provisions of clauses hereof shall not affect the validity or enforceability of the other provisions or clauses hereof except as specifically set forth herein. The terms of this Agreement constitute the entire agreement and understanding between the parties relating the matters covered by this Agreement. This Agreement is made pursuant to and shall be construed under the laws of the state of Wisconsin.

**5. OPPORTUNITY TO NEGOTIATE.** You are encouraged to carefully review the contents of this “Waiver and Release of Liability and Indemnification and Hold Harmless Agreement” (“Agreement”). DO NOT SIGN this Agreement unless you understand and agree to its terms and conditions. You may wish to consult an attorney. If you wish to NEGOTIATE any of the terms of this Agreement for any modifications, deletions or additions, please contact the Camp Gray Director at 608-356-8200 prior to signing and executing this Agreement. If you do not contact the Camp Gray Director prior to signing and executing this Agreement, Camp Gray understands that you are accepting the terms and conditions set forth above, and that you do not wish to pursue any negotiations regarding the terms and conditions of this Agreement.

**I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY. I FURTHER CERTIFY THAT IF I SIGN BELOW AS A PARENT OR LEGAL GUARDIAN, I AM AUTHORIZED TO DO SO ON BEHALF OF ALL PARENTS AND/OR LEGAL GUARDIANS, AS WELL AS THE PARTICIPANT(S) UNDER THE AGE OF 18.**

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Name of Participant

\_\_\_\_\_  
Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date