

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of the undersigned or the undersigned’s child or children being permitted to participate in and utilize the facilities, services and programs of the Indiana Association of Seventh-day Adventists, Inc. d/b/a Timber Ridge Camp (hereinafter “TRC”), including, but not limited to the observation, use of facilities or equipment, or participation in any on or off-site program affiliated with TRC, the undersigned, for himself or herself and for such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents as follows:

- 1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE TRC, its directors, officers, employees, volunteers and agents (hereinafter referred to as “releasees”) from all liability to the undersigned or such children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, or their participating children whether caused by the negligence of the releasees or otherwise while the undersigned or such children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with TRC.
- 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the TRC premises or in any way observing or using any facilities or equipment of TRC or participating in any program affiliated with TRC whether caused by the negligence of the releasees or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence of releasees or otherwise while in, about or upon the premises of TRC and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with TRC.
- 4. THE UNDERSIGNED AGREES that if medical treatment of any type or kind be required by or for the undersigned or the undersigned’s participating children that the undersigned or the undersigned’s insurance company shall pay for all such medical treatment, including but not limited to, services provided by hospital, doctors or clinics and the undersigned shall indemnify and hold TRC harmless for all related medical expenses.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature of Child in Program Date

Signature of Applicant/Parent or Guardian Date

Printed Name of Child in Program Date

Printed Name of Applicant/Parent or Guardian Date

Signature of Child in Program Date

Signature of Applicant/Parent or Guardian Date

Printed Name of Child in Program Date

Printed Name of Applicant/Parent or Guardian Date

I give permission to TRC to use photographs or video taken of my family listed above and taken for the purpose of promotion and advertisement of the company program.

Signature of Parent or Guardian: _____

Date: _____