



# CASCADE LAKE 4-H CAMP

Donnelly, Idaho

[www.cascadelake4hcamp.com](http://www.cascadelake4hcamp.com)

[contact@cascadelake4hcamp.com](mailto:contact@cascadelake4hcamp.com)

## WAIVER OF LIABILITY & INDEMNITY

I am the legal guardian for \_\_\_\_\_, a minor ("Child"), who will be at the Cascade Lake 4-H Camp provided by Cascade Lake 4-H Camp, Inc. ("4-H Camp"), participating in camping, use of the Cascade Lake Reservoir, and other activities ("Activities"). As lawful consideration for the intangible value that the Child will gain by participating in the Activities, I agree to all the terms and conditions set forth in this agreement ("Agreement").

I am aware and understand that the Activities are dangerous and involve the risk of serious injury, death, or damage of property brought to the 4-H Camp. I acknowledge that any injuries that the Child sustains may be caused or compounded by negligent emergency response or rescue operations of the 4-H Camp. I acknowledge the danger involved and agree to accept and assume any and all risks of property damage, injury, or death of the Child whether caused by the negligence of the 4-H Camp or otherwise.

I understand that the Cascade Lake 4-H Camp, Inc. and its volunteer board of directors and employees do not plan or supervise the Child's activities and are not responsible for my Child's safety and well being while at the 4-H Camp. I understand that my Child's activities at the 4-H Camp are planned and supervised by the camping director of the group he/she is camping with, and that the camping director is responsible for my child's safety and well being during the camping period.

I further understand the 4-H Camp, Inc., its volunteer board of directors or employees will not be liable for any injury that my Child may incur while participating in the Activities in or on the water or at the 4-H Camp during my stay. I expressly waive and release all claims, including future claims, against the 4-H Camp, its officers, volunteer board of directors, employees, agents, and its successors and assigns ("Releasees") on account of injury, death, or property damage arising out of my Child's participation in the Activities, whether or not attributable to the negligence of the 4-H Camp or any Releasee. I forever release and discharge the 4-H Camp and other Releasees from liability under or related to these claims.

I agree to defend, indemnify, and hold harmless the 4-H Camp and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by or awarded against the indemnified party, arising out of or resulting from any claim of a third party related to the Activities, whether caused by negligence of the Releasees or otherwise.

This Agreement constitutes the entire agreement of the 4-H Camp and me with respect to my Child's participation in the Activities at the 4-H Camp. This Agreement is binding

on and shall inure to the benefit of the 4-H Camp and me and their successors and assigns. All matters arising out of or related to this agreement will be governed by the internal laws of the State of Idaho, without giving effect to any choice or conflict of law provision. Any claim or cause of action arising out of this Agreement may be brought only in the federal and state Courts located in the state of Idaho, county of Canyon.

**By signing this Agreement, I acknowledge that I have read and understand all of the terms of this Agreement and that I am voluntarily giving up substantial legal rights, including the right to sue Cascade Lake 4-H Camp, Inc.**

\_\_\_\_\_  
Signature of Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian name (printed)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Address, City, State, Zip

Medical Alerts: \_\_\_\_\_  
\_\_\_\_\_