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## Chautauqua Release Waiver

For:

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### Chautauqua Release Waiver

#### Participation Release

I, as the participant and/or the legal parent/guardian of a participant, do hereby indemnify and hold harmless Camp Chautauqua, and their officers, directors, agents, employees, volunteers and representatives (the 'Indemnified Parties') from and against any and all liability, damages, actions, cause of action, claims, losses and/or expenses, including but not limited to attorney's fees, court costs and expenses, arising in connections with or based on injury to or death of any persons or property, including the loss of use thereof, caused in whole or in part by any member of the Group or the Summer Camp Directorship, regardless of whether or not caused in whole or in part by the negligence of the indemnified parties, or any one or more of them. However, this indemnification shall not apply to willful misconduct committed by the Indemnified Parties. I understand that part of the camping experience involves activities and group living arrangements and interactions that may be new to myself or my child, and that they come with certain risks and uncertainties beyond what I and/or my child may be used to dealing with at home. I am aware of these risks, and I am assuming them (on behalf of my child). I realize that no environment is risk free, and so I acknowledge and/or have instructed my child on the importance of abiding by the camp's rules, and I and my child both agree that I and he or she is familiar with these rules and will obey them.

#### Recreation

The recreation programs at event venues strive to offer fun, safe, and challenging activities that engage the whole person. Program staff are trained and as a team committed to your rewarding experience with safety as their highest priority. They have done everything possible to mitigate any risks involved in their recreation programs. However there are inherent risks to participation in recreation activities, including but not limited to, initiative games, zip line, obstacle course, paintball, climbing or descending unpredictable and possibly slick or uneven terrain, running, jumping, and unforeseen forces of nature or weather, outdoor activities, and aquatics, any of which could result in elevated heart and respiratory rates, an injury/illness that could result in loss of life, limb, and/or property.

#### Rules and Regulations

I (and my child) will obey the rules and regulations of Camp Chautauqua and will cooperate with the leaders and campers.

#### Photo Waiver

I give consent for Chautauqua to use any photographs and/or video taken of me and/or my child during camp to be published and used to illustrate, report and advertise camp including on the Internet.

#### Medical Waiver

I hereby authorize The Chautauqua staff, Camp Health Officer or Summer Camp Directorship to make emergency medical decisions for me and/or my child and I understand that my insurance coverage will be primary coverage. If the group I and/or my child is attending with has insurance the respective group is second coverage and Chautauqua will be third and for accidents only-no illness coverage.

#### Registration

*Chautauqua Release Waiver (continued)*

For:

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All deposits are nonrefundable. In the event of the participant's cancellation, a full refund (except deposit) may be requested up to 10 days prior to the first day of the event. No refund will be available after 10 days prior to the start of the event. If 'Chautauqua Payment Plan' is selected during registration and balance is not paid in full at time of order or at any point prior to 10 days before the start of event, the balance will be charged to the card used to make the registration deposit. In the event that your information and payment is not complete, we reserve the right to terminate your enrollment. (Exceptions may be made by the event administrator.) In the case a check is returned for non-sufficient funds, a \$30 fee will be added to your balance.

I represent and acknowledge that I have completely read and understand this document and all its terms and all matters referred to herein, and I signed voluntarily as my free act and deed, that I have had an ample opportunity to obtain the advice of counsel and that, by signing this document, I understand that I am relinquishing legal rights and remedies that may have otherwise been available to me. I understand that this Waiver and Release shall be construed as broadly and inclusively as is permitted by applicable law and agree that if any portion of this document is held invalid, the remaining shall continue in full force and effect.

Signature \_\_\_\_\_ Date \_\_\_\_\_