

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

(Participant)

(Age)

(Parent/Guardian)

(Other)

(Address)

(City)

(State)

Zip Code)

(Home Telephone No.)

(Work Telephone No.)

In exchange for Participant's participation in Camp Gray, Inc., (Camp Gray), programs, Participant, Parent(s) and/or Legal Guardian(s) of a minor Participant, agree as follows:

1. **ACKNOWLEDGEMENT OF RISK.** Participant, Parent(s) and/or Legal Guardian(s), acknowledge and fully understand that there are inherent risks of serious injury or death associated with horseback riding, tower climbing, hiking, backpacking, biking, swimming, canoeing (especially in whitewater rapids), and other activities associated with the camp experience. These inherent risks include, but are not limited to, being thrown or falling from a horse, being kicked or run into by a horse; encountering natural dangers such as falling rocks or objects, irregular or uneven ground, or unseen and unmarked objects; drowning or serious injury in and around water could occur 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, even if properly maintained; 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 or 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 a Participant. Participant, Parent(s) and/or Legal Guardian(s), further acknowledges that all inherent risks associated with activities at Camp Gray, including horseback riding, tower climbing, hiking, backpacking, biking, swimming or canoeing cannot be described as part of this document.

2. PARTICIPANT WAIVER OF RIGHTS AND RELEASE OF LIABILITY.

Participant, all parents and/or legal guardians, hereby releases, waives and discharges Camp Gray, its employees and agents from liability claims and demands of negligence on the part of Camp Gray, its employees and agents arising in connection with participation in Camp Gray activities and use of Camp Gray facilities and equipment, including but not limited to those risks described in paragraph #1 above, providing, however, that this waiver and release does not include injury, damage, or loss as a result of the intentional or reckless acts of Camp Gray, its agents or employees.

NOTICE: Horseback riding on Camp Gray property is provided by Wagons West, LLC. While Camp Gray has taken great care in selecting a contractor to provide horseback riding and instruction, Camp Gray is not responsible for the actions of Wagons West, LLC.

3. INDEMNIFICATION AND HOLD HARMLESS. Participant, Parent(s) and/or Legal Guardian(s), further agrees to indemnify and held harmless Camp Gray, its employees and agents, against all losses, damages, monetary awards and expenses, including all costs and attorneysø fees, incurred in connection with any and all claims of negligence on the part of Camp Gray, its employees and agents, brought by Participant, Parent(s) and/or Legal Guardian(s), his or her heirs, successors, assigns, and legal representatives, for any injury, death, illness, disease, or damage to property, arising from or connected with participation in any activity of Camp Gray. The indemnification and hold harmless agreement does not include losses, damages, monetary awards and expenses as a result of the intentional or reckless acts of Camp Gray, its employees and agents.

4. MISCELLANEOUS. The parties agree that the provisions of this ÷Waiver and Release of Liability; Indemnification and Hold Harmless Agreementö (÷Agreementö) 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. 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; Indemnification and Hold Harmless Agreementö (÷Agreementö) and take the time you feel necessary to review it. **DO NOT SIGN** this Agreement unless you understand and agree to the terms and conditions of this agreement. You may wish to consult an attorney. If you wish to **NEGOTIATE** any of the terms of this Agreement for 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 as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.

Date: _____

(Participant)

Date: _____

(Parent/Legal Guardian)*

Date: _____

(Parent/Legal Guardian)*

NOTICE: A PERSON WHO IS ENGAGED FOR COMPENSATION IN THE RENTAL OF EQUINES OR EQUINE EQUIPMENT OR TACK OR IN THE INSTRUCTION OF A PERSON IN THE RIDING OR DRIVING OR AN EQUINE, OR BEING A PASSENGER UPON AN EQUINE, IS NOT LIABLE FOR THE INJURY OR DEATH OF A PERSON INVOLVED IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES AS DEFINED IN SEC. 895.481(1)(E) OF THE WISCONSIN STATUTES.

*Must sign if participant is under age 18.