

RED PINE CAMP CAMPER WAIVER AND INDEMNITY

This waiver and indemnity document is a registration requirement of Red Pine Camp Inc., and must be completed by the adult placing a registration request, and submitted to the office of Red Pine Camp Inc. before your booking request can be confirmed. All campers registered under this booking who are immediate family will be covered by this waiver. Every other camper **MUST** complete, or have a legal guardian complete, a separate form.

For those campers on this booking who are immediate family, I have been given the lawful authority to agree to this waiver on their behalf.

IMPORTANT NOTICE: BY AGREEING TO THIS FORM, YOU ARE ACCEPTING RISKS AND AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. DO NOT AGREE TO THIS FORM UNTIL YOU HAVE READ IT, COMPLETELY UNDERSTAND IT, AND AGREE TO ALL OF ITS TERMS.

Singular and plural: In this waiver, the singular (“I”, “my”, “his”, “her”, etc.) will also include the plural (“we”, “our”, “their”, etc.).

I, the undersigned,

Print primary registering participant’s name (1): _____

Print participant’s name (2): _____

Print participant’s name (3): _____

Print participant’s name (4): _____

Print participant’s name (5): _____

Print participant’s name (6): _____

What is Involved

understand that:

- I have been offered an opportunity to participate in a residential camp program (the “**Program**”), operated by Red Pine Camp Inc. (the “**Camp**”).
- My participation in this Program involves my use of the facilities and equipment at the Camp, and my participation in the activities offered by the Program.
- The Program is offered at the Camp property, located at 618 Island View Drive, Golden Lake, Ontario.
- As a general rule, any transportation or activities that take place off camp property are not organized or sponsored by the Camp, and are not part of the Program.
- The activities at the camp include sporting activities and outdoor living skills, including low-energy activities, high-energy activities, climbing activities involving heights, and water/waterfront activities such as swimming, boating and waterskiing/tubing in a lake. The activities at the Camp are not necessarily limited to this.

The Risks

I understand that my participation in the Program involves a number of risks. This Form cannot list all of the risks involved, but they may include:

- Any type of minor or serious bodily injury or death,
- An impairment of any, or all, regular activities of daily living,
- Damage to property or loss of property

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I agree on behalf of all campers listed on this form to participate in the Program knowing the risks involved. I also accept, on behalf of all campers listed on this form, the risks that are listed above and all other risks associated with the Program.

What I am Giving Up (What is being Released?)

In exchange for the Camp allowing me to participate in the Program, I agree that:

- I will not hold the Camp liable for any injury or damages suffered due to the Camp’s negligence or vicarious liability, except if it is caused by gross negligence or intentional conduct.
- I will not sue the Camp, or participate in a lawsuit against the Camp, except if it arises from the Camp’s gross negligence or intentional conduct.
- If the Camp is sued by anyone because of injury or damages that are in any way caused by my participation in the Program, I will reimburse the Camp for their legal costs, fees, and payments.
- I also understand that in giving up these rights against the Camp, I am also giving them up against the Camp’s employees, officers, directors, representatives, agents, volunteers, successors and assigns.
- I am also giving them up with respect to any transportation or activities that take place off camp property.

Expulsion from the Camp

If I violate any rules of the Camp, or do anything that could put me or others at physical or emotional risk, I agree that this may result in immediate dismissal from the camp. I also agree that Camp management has sole discretion in making this decision.

Health

To my knowledge, I do not have a contagious illness and I am physically able to participate in all of the Program’s activities. If there is any change in my health before the program begins, I will notify the Camp immediately.

Jurisdiction and Law

Any disputes that are connected to my participation in the Program will be litigated in the Superior Court of Ontario, in Ottawa, Ontario. They will not be litigated in any other court, city, province or country. The applicable law will be the law of Ontario.

Severability

If anything in this Form is found by a Court to be unenforceable, then it will be modified to reflect the parties’ intention. Everything else in this Form will remain in full force and effect.

I HAVE READ THE RED PINE CAMP CAMPER WAIVER AND INDEMNITY AND I AGREE TO THE TERMS LISTED ABOVE.

Signature Primary Registering Participant: _____ Date: _____

Signature Participant/Guardian (2): _____

Signature Participant/Guardian (3): _____

Signature Participant/Guardian (4): _____

Signature Participant/Guardian (5): _____

Signature Participant/Guardian (6): _____