

**SOUTH CENTRAL CAMP CADET 2020
WAIVER AND RELEASE OF CLAIMS**

I/We, _____ and _____, the parents or legal guardian of _____ execute this Waiver and Release of Claims regarding _____'s (herein after "Participating Cadet") participation in SouthCentral Camp Cadet. On behalf of my/our heirs, executors, administrators, and assigns, hereby forever waive, release and fully discharge SouthCentral Camp Cadet and their invitees, parent, subsidiaries, affiliates and/or their successors or assigns, directors, officers, members, representatives, agents and employees, medical staff, and/or former directors, former officers, former members, former representatives, former agents and former employees (collectively "Releasees") and assigns, of and from any and all rights, claims or causes of action I/we may have, whether the same be known or unknown, arising from any accident, injury, damage, or loss of any kind occurring to the person or property of Participating Cadet while under the control or supervision of SouthCentral Camp Cadet, at any location and at all times.

I/we further represent that we understand that participation in SouthCentral Camp Cadet involves physical activity, including exercise, marching, sports, travel, games, and other strenuous activities. We acknowledge that is a risk of accidents and injury with these types of activities.

I/we represent that I/we have read and fully understand the above Waiver and Release, and I/we knowingly and voluntarily assume any and all risk of accidental or willful injury or damage as described above resulting from participation in SouthCentral Camp Cadet.

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

PHOTO/VIDEO RELEASE

I _____ (parent/guardian name) hereby consent to the use of _____ (cadet name) likeness for the publication, and for the broadcast of photographs or video in any or all *South Central Camp Cadet, Inc.* (hereinafter "Camp Cadet") publications, including web-based publications. Without limitation or reservation, and with an understanding of the special precautions undertaken by *Camp Cadet* to insure confidentiality, I knowingly and voluntarily, and for my heirs and administrators, do, release *Camp Cadet*, its directors, and staff, of any or all liability of every nature, and all claims or causes of action including, but not to be limited to, defamation, false-light privacy, invasion of privacy, commercial misappropriation, and disclosure of private facts.

I hereby state that I understand the content and effect of this release.

Parent/Guardian Signature: _____ Date: _____

**ROPES AND CHALLENGE COURSE
RELEASE AGREEMENT**

NOTICE OF RISK

I, the undersigned do hereby understand, acknowledge and agree that my participation in the *Ropes Course* is based on a philosophy of "Challenge by Choice", which means that my or my minor child's participation, and level of challenge in any activity is purely voluntary. I further understand that Team Building, High and Low Ropes, Zip Lines and other climbing related activities as well as the use of kayaks and canoes, contain inherent risks that could lead to permanent serious injury or death. These risks include but are not limited to: falling to the ground, falling onto other participants, collisions with equipment or objects, being hit by falling objects, water related hazards, and natural environmental risks. I further understand, acknowledge, and agree that while instruction, rules, equipment, and personal discipline may reduce these risks; the possibility of injury still exist.

ASSUMPTION OF RISK

UNDERSTANDING THE HAZARDS INHERENT TO THE ACTIVITY, I AGREE TO EXPRESSLY AND VOLUNTARILY ACCEPT AND ASSUME FOR MYSELF AND/OR MY MINOR CHILD, ALL OF THE RISKS INVOLVED WITH THE USE OF THE FACILITIES.

RELEASE FROM LIABILITY

In consideration of being allowed to participate, I HEREBY AGREE NOT TO SUE, AND TO RELEASE, SKI ROUNDTOP OPERATING CORP., SNOW TIME, INC., AND PEAK RESORTS, INC., AS WELL AS THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY RELATED TO ANY PAST, PRESENT OR FUTURE INJURY, PROPERTY LOSS OR ANY CLAIM OTHERWISE RELATED TO MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SAME, INCLUDING GROSS NEGLIGENCE, IMPROPER CONDUCT OR ANY OTHER CAUSE FOR WHICH A RELEASE IS ENFORCEABLE BY LAW. I FURTHER AGREE TO INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM FOR LIABILITY RELATED TO INJURY AS A RESULT OF MY OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE.

I agree that I will advise my facilitator of any medical or health concern that might affect my or my child's participation in the *Ropes Course*.

I agree to report all injuries to a *Ropes Course* facilitator or other *Ropes Course* staff member before leaving the area.

PHOTO RELEASE

I hereby grant my permission for *Ropes Course/ Roundtop Mountain Resort* to use any photograph, film, videotape or sound recording of me for any legitimate business purposes.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of York County, Pennsylvania or in the United States District Court for the Middle District of Pennsylvania. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, the undersigned have read, understand and agree to be legally bound by the above release agreement.

Print Name of Participant

Signature of Participant

Date

Signature of Parent or Guardian (if under 18)

Date

(The signature of one parent or guardian binds both parents or guardians in reference to this agreement)

E-mail Address