Imagine That Summer Camp

Event: 2016 Summer Camp Dates: July 5th-August 5th

**WAIVER AND RELEASE AGREEMENT TO PARTICIPATE IN**

**IMAGINE THAT SUMMER CAMP**

**IMPORTANT: BY SIGNING THIS AGREEMENT YOU ARE ACKNOWLEDGING YOU KNOW THE RISKS OF PARTICIPATING IN CAMP ACTIVITIES AND THAT YOU ARE ASSUMING SUCH RISKS AND ARE WAIVING YOUR RIGHTS TO SUE.**

**Student/Participant Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I am the parent or legal guardian of the above named Student/Participant and am requesting that my child enroll or participate in Summer Camp (herein collectively referred to as “Activity”) being sponsored by or Club Destiny Inc.: Imagine That Summer Camp

**RELEASE AND WAIVER Date of Activity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please write in the dates your child will be attending)**

I am the parent or legal guardian of the above named Student/Participant and am requesting that my child enroll or participate in Summer Camp (herein collectively referred to as “Activity”) being sponsored by or located at Kingdom Charter School of Leadership Blackwood, NJ. In consideration of permission being granted for my child to participate in this Activity and for other valuable consideration, the receipt and sufficiency of which are acknowledged, I am entering into this Waiver and Release Agreement, which extends to the following persons and entities, as well as their owners, directors, agents, employees, volunteers, contractors, representatives, successors, or assigns, individually and in any capacity or relationship with or for any other (“Releases”).

I fully understand and know that any and all of the Summer Camp Activities, including, but not limited to Swimming, are potentially and inherently dangerous. Potential risks and/or injuries include, but are not limited to, death, muscle pulls, spinal injuries and head injury, and paralysis. My child’s participation in any of these events is of my own free will and choice and my child’s own free will and choice. By attending Summer Camp, I fully accept and assume all risks before, during or after all activities.

I have explained the above referenced risks to my child. These risks and dangers have been considered and, relying on my own judgment, I voluntarily have chosen to allow my child to participate and assume all such dangers and risks. I certify that my child is in suitable health and capacity which allows my child’s enrollment or participation in the Activity. I knowingly, voluntarily, and for adequate consideration release and waive, and further agree to indemnify, hold harmless, and reimburse each and all of those persons and entities referenced above, from and against any claim which I, my child, any other parent, any relative or any next of kin of my child, or any other person, firm or corporation now or hereafter may have or claim to have (whether known or unknown, seen or unforeseen, directly or indirectly, or within or without the control of those persons and entities), for or on account of any losses, damages, personal injuries, pain and suffering, death, property damage, or contact claims resulting from, or arising out of, during, or in connection with my child’s enrollment or participation in such activity, or the ownership, operations, use, maintenance, or control of any vehicle, equipment or goods provided or used in connection with such activity, or in any way connected with or arising out of instruction, training, emergency care, or operations incidental to such activity. To the extent that any damages arising out of bodily injury to persons or damage to property are caused or result from the sole negligence of any person or entity referenced above, then, I do not agree to release, waive, indemnify, hold harmless or reimburse any such person or entity.

**MEDICAL TREATMENT:** If any emergency medical procedures or treatment are required during the Activity, I consent to the Activity supervisor undertaking, arranging for or consenting to the procedures or treatment in his, her or their discretion and that I will be responsible for any and all expenses or fees related to my child’s medical care. I acknowledge that CLUB DESTINY INC: IMAGINE THAT SUMMER CAMP, shall not be liable for any such fees or expenses under any circumstances. Further, I hereby certify that my child is covered by an accident and health insurance policy that will be in effect at any time my child is participating in an Activity on the campus or, sponsored by, or related to Club Destiny Inc.: Imagine That Summer Camp

**PHOTO/VIDEO:** In regard to any photographs, video tapes, motion pictures, recordings, or any other reproduction of my image or my child’s image (hereinafter collectively known as “Images”) which CLUB DESTINY INC: IMAGINE THAT SUMMER CAMP has taken of me or of my child or in which I may be included with others during the course of our participation in this program, I hereby grant to the Club Destiny Inc: Imagine That Summer Camp permission to use such images in any media now or hereafter known for any legitimate purpose whatsoever, and to use my name or my child’s name in connection therewith if Club Destiny Inc: Imagine That Summer Camp so chooses.

This Waiver and Release Agreement shall be construed to be as comprehensive as is allowed by law. Each provision herein is severable, so that should any provision or portion of such provision be held invalid, the remainder of this Waiver and Release Agreement shall not affect the enforceability of any other portion. This Waiver and Release Agreement shall not establish a legal or other relationship between or among those released which does not in fact exist.

Nothing in this Waiver and Release Agreement shall constitute a waiver of any legal defense available to any released party herein, including sovereign immunity.

The validity, interpretation, and effect of the Waiver and Release Agreement shall be governed by the laws of the State of New Jersey.

**I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I AM SUFFERING FROM**

**NO LEGAL DISABILITY. THIS IS TO CERTIFY THAT I AM THE PARENT/LEGAL GUARDIAN**

**WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT. I ACKNOWLEDGE THAT I HAVE**

**READ THE ABOVE AGREEMENT. I ALSO HEREBY AGREE TO THE TERMS OF THIS AGREEMENT. I SPECIFICALLY ACKNOWLEDGE THAT I HAVE READ THE RISKS**

**ASSOCIATED WITH THESE ACTIVITIES AND THAT I SPECIFICALLY AGREE TO THE**

**RELEASE AS STATED. FURTHERMORE, I RELEASE AND AGREE TO INDEMNIFY AND**

**HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY**

**MINOR CHILD’S INVOLVEMENT OR PARTICIPATION IN DRAMA CAMP OR ITS ACTIVITIES.**

**I HAVE TOLD MY MINOR PARTICIPANT AS TO THE WARNINGS AND CONDITIONS**

**ABOVE. I UNDERSTAND THAT IF ONE PARENT/LEGAL GUARDIAN SIGNS THIS AGREEMENT THAT THIS PARENT IS SIGNING ON BEHALF OF THE CHILD AND ANY OTHER LEGAL PARENT/GUARDIAN THIS MINOR MIGHT HAVE.**

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Parent/Guardian

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