

**CAMP TON-A-WANDAH  
WAIVER AND RELEASE OF LIABILITY  
(ADVANCED BACKPACKING PROGRAM)**

In consideration of Camp Ton-A-Wandah furnishing services and/or equipment to enable your camper to participate in the **Advanced Backpacking Program**, you agree as follows:

I certify that my camper is in good health and has no conditions or impairments that would preclude her safe, successful attendance and participation in the Advanced Backpacking Program.

**ASSUMPTION OF RISK.** I fully understand and acknowledge that, in addition to the inherent risks associated with Camp Ton-A-Wandah's general activities, the outdoor recreational activities in the **Advanced Backpacking Program** have additional inherent risks, dangers, and hazards associated with my camper's use of outdoor recreational equipment, transportation to/from, and participation in, outdoor recreational activities that may result in illness or injury including, but not limited to, strains, sprains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability. These risks and dangers may be caused by the negligence of the participants or staff, accidents, or other causes. Risks, hazards, and dangers may arise from foreseeable and unforeseeable causes integral to recreational activities (camping, hiking, etc.) that take place in wilderness, outdoor, or recreational environments.

Nevertheless, I agree and consent to my camper's participation in the **Advanced Backpacking Program** and accept and assume on behalf of my camper all risks and dangers and all responsibility for any losses and/or damages.

**RELEASE.** I agree to release and hold harmless, on behalf of myself and my camper (and our heirs, representatives, executors, administrators, and assigns), **Camp Ton-A-Wandah** (including its successors, assigns, officers, directors, employees, volunteers, agents, representatives and insurers) from any causes of action, claims, demands, medical expenses, losses, liability, damages, or costs, of any kind, associated with my camper's participation in the **Advanced Backpacking Program**.

**INDEMNITY.** I agree to indemnify **Camp Ton-A-Wandah** (and its successors, assigns, officers, directors, employees, agents, representatives, and insurers) from any causes of action, claims, demands, losses, liability, damages, or costs that may be incurred due to my camper's participation in the **Advanced Backpacking Program**.

**VENUE/APPLICABLE LAW.** The sole proper venue of any dispute that may arise out of this Agreement or otherwise between the parties to which Camp Ton-A-Wandah, or its agents is a party shall be the Superior Court of Henderson County, North Carolina. I understand and acknowledge that this Waiver and Release and any claim arising herein shall be interpreted pursuant to the laws of the State of North Carolina, which shall be controlling in all respects and at all times.

I am of lawful age (18 years or older) and otherwise legally competent to execute this Agreement, and I have legal capacity to act as the parent/guardian for my camper. I understand the terms of this Agreement are legally binding and certify that I am signing this Agreement freely and voluntarily without any inducement after having carefully read and understanding it, on my own behalf and as the custodial parent or legal guardian of my camper, and intend to be legally bound by it.

\_\_\_\_\_  
Camper Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Parent/Legal Guardian)

\_\_\_\_\_  
Printed Name (Parent Legal Guardian)