

CAMP TON-A-WANDAH WAIVER AND RELEASE OF LIABILITY

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

I fully understand and acknowledge that outdoor recreational activities have:

- a) inherent risks, dangers, and hazards and such exists in my camper's use of outdoor recreational equipment, transportation to, and participation in outdoor recreational activities;
- b) participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability;
- c) these risks and dangers may be caused by the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable and unforeseeable causes including risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and
- d) by participation in these activities and/or use of equipment, I hereby accept and assume on behalf of my camper all risks and dangers and all responsibility for any losses and/or damages.

I hereby agree and consent to my camper's participation in the **Advanced Mountaineering Program** on behalf of Camp Ton-A-Wandah. I understand that they will be hiking and camping out on this trip. I, on behalf of myself, and my personal representatives hereby waive, release and discharge Camp Ton-A-Wandah, its agents and employees, of any claim whatsoever that is not the direct result of active, foreseeable negligence on the part of Camp Ton-A-Wandah and its respective agents and employees. I further waive, release and discharge Camp Ton-A-Wandah for any claim arising from participation in any programs, service, or other outdoor and recreational activities.

The sole proper venue of any dispute that may arise out of this Waiver or Release or otherwise between the parties to which Camp Ton-A-Wandah, or its agents is a party shall be the General Court of Justice, 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 HAVE READ THE ABOVE PARTIAL WAIVER AND RELEASE OF LIABILITY AND PARENTAL CONSENT AND BY SIGNING IT AGREE THAT IT IS MY EXPRESS INTENT TO EXEMPT AND RELIEVE YOUR CAMP TON-A-WANDAH FROM LIABILITY FOR PERSONAL INJURY, PERSONAL PROPERTY DAMAGE OR WRONGFUL DEATH OTHER THAN CLAIMS THAT ARISE AS THE DIRECT RESULT OF ACTIVE FORESEEABLE NEGLIGENCE.

Camper Name: _____

Signature: _____

Date: _____

Print Name: _____