

PARTICIPANT AGREEMENT FOR RELEASE AND ASSUMPTION OF RISK (ADULT PARTICIPANT)

Please read this document carefully. It provides important information about the activities of *Camp Berachah Ministries Inc., DBA as Black Diamond Camps*, a Washington corporation (“Black Diamond Camps”) and affects your legal rights in the event you suffer a bodily injury or other loss arising from your participating in Camp related activities or otherwise being on the premises of the Camp.

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In consideration of being permitted to participate in activities of Black Diamond Camps, use its facilities or visit its premises for any purpose, I acknowledge and agree to the following:

Activities: I understand and acknowledge that activities of Black Diamond Camps in which I may participate, on the premises of the Camp or elsewhere, may include, among others, the following: kayaking, canoeing, swimming and other water activities, hiking, backpacking, archery and riflery, fishing, volleyball, basketball and other playground and gym games, rock climbing, rappelling, exploring caves (spelunking), zip lining, participating in “paint ball” games, mountain boarding (riding down dirt and loose-rock inclines), and riding mountain scooters (not motorized) and mountain bikes. “Water activities” include blobbing, a water slide and swing and a zip line. I may also engage in competitions involving running, swimming, cycling, and in other activities using the camp premises and facilities, organized and supervised by the Camp or spontaneous and without participation of Camp staff. Transportation using Camp vehicles and drivers may be provided to activities and events on and off the Camp premises. I agree to abide by rules and regulations of the Camp and to follow instructions of staff.

Risks of Activities and Premises: I understand and acknowledge that, whether I am supervised or not, there are risks associated with the activities of the Camp and moving about its premises and other activity sites. These risks include the following: those ordinarily associated with rigorous outdoor activities, including the unpredictable forces of nature; rugged and sometimes unstable terrain; a remote environment that may cause significant delays in obtaining emergency medical care; falls, breaks, and sprains; contact with harmful plants and animals; vehicle collisions and accidents; drowning and near-drowning; errors in judgment and conduct, including negligence, of staff, co-participants, and others; the failure of gear and equipment; and other risks of property damage, bodily injury, and death. I understand and acknowledge that some of these risks are inherent in the activities and the premises and, without undertaking these risks, the Camp experience would lose its value and appeal.

Assumption of Risks: I acknowledge and assume all risks of the activities of Black Diamond Camps, wherever they may take place, and all risks of being on and moving about the premises of Black Diamond Camps and any other sites of its activities. I acknowledge and assume all risks whether or not the particular risk has been described in the paragraph above and whether or not the particular risk is inherent in the activities undertaken or the premises.

RELEASE: I AGREE TO WAIVE, RELEASE, AND NOT TO SUE BLACK DIAMOND CAMPS, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, AND STAFF (EMPLOYEES AND VOLUNTEERS) (“RELEASED PARTIES”) FOR ANY PROPERTY LOSS, BODILY INJURY, DEATH OR OTHER LOSS SUFFERED BY ME THAT IS IN ANY WAY RELATED TO MY BEING ENROLLED IN OR PARTICIPATING IN ANY ACTIVITIES OF BLACK DIAMOND CAMPS OR MY PRESENCE ON THE PREMISES OF BLACK DIAMOND CAMPS OR ANY OTHER ACTIVITY SITE.

INDEMNITY: I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS (THAT IS, TO PROTECT AND DEFEND, AND PAY DEMANDS AND JUDGMENTS, INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES) THE RELEASED PARTIES FROM ANY CLAIM OF PROPERTY LOSS, BODILY INJURY, DEATH OR OTHER LOSS SUFFERED, OR CAUSED, BY ME THAT IS IN ANY WAY RELATED TO MY ENROLLMENT OR PARTICIPATION IN ANY ACTIVITIES OF BLACK DIAMOND CAMPS OR MY PRESENCE ON THE PREMISES OF BLACK DIAMOND CAMPS OR ANY OTHER ACTIVITY SITE.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE BY ANY RELEASED PARTY BUT NOT CLAIMS OF RECKLESSNESS OR INTENTIONALLY WRONGFUL CONDUCT.

Other:

I understand and agree to the terms of this Participant Agreement and agree that the protections it provides to the released and indemnified parties are intended to be as broad and inclusive as permitted by Washington State law.

· I hereby consent to Black Diamond Camps taking or using any photographs of me or recording of me, whether audio or video, while on the premises of Black Diamond Camps or any other activity site. I agree that Black Diamond Camps may use any such photographs or recordings of me without providing me any compensation or remuneration.

· Black Diamond Camps is authorized to provide or obtain medical care for me, including transportation to a medical facility, as it deems appropriate or necessary and at my expense, and to exchange medical information about me with any third-party care providers.

- To the extent a claim asserted by me against a Released Party is dismissed or deemed by a court of competent jurisdiction to be without merit, I agree that the Released Party may recover from me his or her costs, including reasonable attorneys' fees, incurred in defending the claim.
- I acknowledge and agree that any suit I bring against a Released Party shall be brought exclusively in King County, Washington, and that the laws applicable thereto shall be those of the State of Washington without regard to any conflict of law principles.
- This Participant Agreement may be amended only by a written instrument signed by a duly authorized representative of Black Diamond Camps.
- Should a court of competent jurisdiction find any provision of this Participant Agreement to be invalid, illegal, or unenforceable, I agree that the remainder of this Participant Agreement shall nevertheless remain in full force and effect.

Duration of this agreement: This Agreement pertains to visits to any activity or program of "Black Diamond Camps" occurring at any time during the next year (365 days) from the date this agreement is signed. Visits and participation in activities and programs thereafter, if any, will be the subject of another agreement.

I acknowledge and agree that this Agreement is intended to be binding upon my heirs, estate, executors, guardians, administrators, legal representatives, and assigns.

Signature: _____

Printed Name: _____

Date: _____