

# Waiver of Liability & Release

*This form must be completed for every participant in a Camp McDowell program.*

*Please read carefully before signing.*

## PROGRAM DESCRIPTION

All of Camp McDowell's programs ("Programs") take place in an area that includes over 1,000 acres of forests, meadows, streams, and canyons. The Programs involve physical and hazardous activities that take place in this wilderness and outdoor camp environment, including without limitation, swimming; canoeing; hiking over rough terrain or in the vicinity of water; and challenge or ropes course activities such as climbing, jumping, balancing, and being lifted or supported by a rope and harness system at heights up to thirty feet in the air.

## ASSUMPTION OF RISK AND AGREEMENT TO RELEASE AND HOLD HARMLESS

I, the undersigned, understand and agree that participating in any Program inherently involves risks, hazards, and dangers, including but not limited to the risks of falling, falling rocks or objects, fractures, concussions, dangerous weather, overexertion, overheating, injuries caused by a lack of fitness or conditioning, infectious disease, river currents, hypothermia, hostile or aggressive farm animals or wildlife, equipment failures, negligence of others, accident, injury, death, mental or emotional trauma, disability, and property damage or loss. In consideration for my being permitted to participate in a Program, I, for myself (and for my child if participant is under 19), my heirs, assigns, and personal representatives, hereby knowingly and intentionally agree to assume all risks of participating in any Program and forever release and hold harmless Camp McDowell and the Episcopal Diocese of Alabama, as well as their employees, agents, directors, volunteers, participants, guests, representatives, affiliates, and all other persons or entities acting under their direction and control ("Released Parties") from any and all liability, claims, actions, losses, and demands arising out of or relating in any way to my participation in any Program, including but not limited to those arising from travel to and from the program site or from the negligence of the Released Parties.

By signing this form I am certifying that I am capable of—and have not been advised by a medical professional to refrain from—participating in these and similar physical activities. I also consent to receive (or, if applicable, have my child receive) medical treatment that may be deemed advisable in the event of injury, accident, or illness during any Program.

This agreement is governed by and shall be construed in accordance with the laws of the state of Alabama, without any reference to its choice of law rules. I agree that any dispute arising from this agreement or in any way associated with a Program shall be brought only in the state or federal courts of Jefferson County, Alabama, and I agree to the jurisdiction and venue of those courts for any such dispute.

**I HAVE CAREFULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER OF LIABILITY AND RELEASE ON BEHALF OF MYSELF AND, IF APPLICABLE, AS THE PARENT OR LEGAL GUARDIAN OF A PROGRAM PARTICIPANT UNDER THE AGE OF 19 YEARS.**

\_\_\_\_\_  
Name of Program Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant (If 19 Years or Older)

\_\_\_\_\_  
Signature of Parent or Legal Guardian (If Participant Under 19 Years)