

# **Camp Waiver and Release of Liability**

## **The Jewish Community Center of St. Louis**

### **REQUIRED FORM**

As a condition of my child's participation in JCC Day camps for which I am registering at Jewish Community Centers and, on behalf of myself and my child, I agree that:

#### STATEMENT OF PHYSICAL CAPABILITY

I warrant and represent to JCC that:

1. My child is in good physical health condition and is physically able to participate or compete in the Activity I have selected;
2. I know of no physical restriction whatsoever which would prohibit my child's participation or competition in the Activity that I have selected. I have been advised by JCC that it would be in my best interest to consult my physician prior to my child's preparation in regard to my child's participation in the Activity;
3. I recognize and understand that the preparation and participation in the Activity may necessitate strenuous physical activity and could activate any unrecognized pre-existing cardiovascular disorder which my child may have, thereby resulting in serious or life threatening physical harm to my child.
4. I certify that my child is healthy and able to participate in camp activities as of the date of making this application.

#### PERSONAL INJURY RELEASE

As a condition of my child being permitted to participate in the Activity, I, the undersigned parent, on behalf of myself and my child agree that:

1. I recognize that participation in the Activity involves risks of physical and emotional injuries and damages, including, but not limited to, injuries, damages or losses relating to or resulting from slips, falls, collisions, car accidents, drowning, trauma, health failure, and/or other mishaps whether known or inherent to the Activity or whether foreseeable or unforeseeable. Possible injuries to my child can include death, personal injury, paralysis, property damages, loss of service and other injuries and damages to my child or to third parties.
2. I and my child assume full responsibility for any injuries, damages or losses which may occur to my child and agree that JCC and its trustees, officers, agents, employees, representatives, volunteers, students and assigns (the "JCC Parties") shall not be liable for any damages arising from any personal injuries that my child may sustain in connection with the Activity whether occurring on or about the premises of the Millstone Campus at 2 Millstone Campus Drive or on the Harry and Jeanette Weinberg Campus at 16801 Baxter Road occurring adjacent to or outside the property of JCC, or as a result of my child's preparation for or participation in the Activity, to the extent that this Personal Injury Release provides for the release of such liability.
3. On behalf of myself and my child, we hereby fully and forever release and discharge and hereby agree to indemnify and hold harmless the JCC Parties from any and all present and future claims, demands, damages, rights of action or causes of action (collectively "Claims") arising out of, resulting from, or connected in any way with my child's preparation for and/or participation in the Activity, whether known or unknown, anticipated or unanticipated, and specifically including, but not limited to, any Claims arising out of or resulting from JCC Parties' own negligence or fault or the negligence or fault of their agents, employees, representatives, volunteers and assigns, provided that this release and discharge shall in no way affect any claims which we cannot legally waive, such as grossly negligent acts, intentional acts occurring in the future and acts done with malfeasance.
4. We understand that we are releasing the JCC Parties from liability to the full extent that the law allows not only from any risk inherently associated with participation in the Activity, but also any enhanced exposure to injury occasioned by any carelessness, negligence or fault of the JCC Parties or anyone acting on the JCC Parties' behalf, including any and all liability for damage and injury or death to my child or to any person or property to the full extent that the law allows.
5. I understand that THIS RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AS LEGALLY POSSIBLE, and I accept the terms as a condition of a Minor being permitted to use the property and facilities of JCC and JCC Day Camps and to participate in the JCC programs and activities and JCC sponsored programs and activities sponsored and programs and activities occurring at the JCC.

#### RELEASE FOR PERSONAL PROPERTY

I acknowledge and agree that JCC and its agents, employees, representatives, volunteers and assigns (the "JCC Parties") shall not be liable for any loss or theft of personal property and I release the JCC Parties for any liability for loss or theft of any personal property in connection with the Activity.

#### INDEMNIFICATION BY PARENT OR GUARDIAN

In consideration of the below named child ("Minor") being permitted by JCC to participate in the Activity and use its equipment and facilities, we further agree to indemnify and hold harmless JCC and Jewish Federation from any and all claims which are brought by, or on behalf of Minors or any of them, which are in any way connected with such use or participation by Minors or any of them. In the event parents are divorced or separated, the custodial parent must sign the registration form. In the event the parents have joint custody, both parents must sign this form.

#### MISCELLANEOUS CAMP MATTERS

ACCEPTANCE WITH COMPLETED PHYSICIAN'S STATEMENT: I, as parents, understand that the application is subject to a physical examination of the child by a physician and review and approval of the examination of the Camp Director. Acceptance of enrollment will result in the camp reserving a place for the child.

FIELD TRIPS: The parent or guardian grants permission to the camp for the child to participate in trips away from the camp and this camp waiver and release of liability applies during such trips.

I agree that the camp may adopt any other regulations that the camp deems necessary for the welfare of the camp and the campers.

RELEASE OF INFORMATION: I give permission for my child's quotes and photos to be used for publicity purposes.

NOTICE: JCC Day Camps do not permit discrimination because of race, color, age, sex, handicap or national origin.

**THIS DOCUMENT CONTAINS RELEASES OF THE RIGHTS OF PARTICIPATING CHILD AND PARENTS  
WHICH ARE INTENDED TO BE AS BROAD AS LEGALLY POSSIBLE.**

**I HAVE READ AND UNDERSTAND THE TERMS OF THIS WAIVER AND RELEASE AND I AGREE TO THE TERMS  
CONTAINED IN THIS DOCUMENT.**

Minor's Name (Please Print)

Parent or Guardian Name (Please Print)

Parent or Guardian Signature

Date

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