



Adult Waiver and Release of Liability Form

****Please complete this form and return it to the school as requested. It must be completed and signed for attendance.****

9303 Father Foley Dr 218-543-6161
Pine River, MN 56474 fun@campfoley.com

Name _____ Dates of Attendance _____

Address _____ City _____ State _____ Zip _____

Preferred Phone _____ Alternative Phone _____

Emergency Contact Name _____ Relationship to You _____

Contact's Phone _____ Alternative Phone _____

Volunteer for _____ Position _____
Name of Parish/Group/School Teacher, Parent, etc

I, the undersigned, acknowledge the inherent risks involved in the participation in the Environmental Education Center Program ("Program") and all related activities at Trail Property, Inc., doing business as Camp Foley ("Camp Foley"). Accordingly, in consideration of being allowed to participate in the Program and/or other activities at Camp Foley, I agree to the following:

I hereby expressly release and forever waive any and all claims, actions, causes of action, demands, rights, damages, costs, attorney's fees, losses and expenses which I may have against Trail Properties, Inc., doing business as Camp Foley, and all of its respective agents, affiliates, associates, officers, directors, owners, and employees (collectively "Releasees") to any of the above for accident, personal injury, disability, death, property damage, or loss of any kind or nature suffered by me as a result of or arising from my participation in the Program, and I hereby indemnify, defend and hold the Releasees harmless from the same. Further, I understand that (i) the Releasees are not responsible for the consequences of their own **NEGLIGENCE**, that is, their **failure to use reasonable care in any way** and (ii) the Releasees are not responsible for the consequences of the **NEGLIGENCE** of other participants (adult or child) in the Program, that is, for the failure of other participants (adult or child) to use reasonable care in any way. In addition to the above, I agree to indemnify Releasees from any and all third-party claims caused in whole or part by my actions **or caused in whole or part by the NEGLIGENCE of Releasees.**

I acknowledge and fully understand that I will be knowingly and voluntarily engaging in activities that involve risk of serious injury, which may include permanent disability, even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others. I further acknowledge that there may be risks inherent in the activity that are not known to me or not reasonably foreseeable.

I agree that prior to participating in the Program and related activities at Camp Foley I will inspect the Program area and all equipment to be used. If through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise Camp Foley of this unsafe condition and I will not participate until this condition is corrected. I further agree to abide by all rules set by Camp Foley.

I agree to assume all the foregoing risks and accept personal responsibility for my damages following such injury, permanent disability or death. **This Waiver and Release of Liability is signed voluntarily of my own free will.**

In exchange for the opportunity to participate in the Program and related activities at Camp Foley, I agree that the Releasees have the right to use my name, voice, photograph, likeness, performance, and any interviews, photographs and recordings of me (collectively, my "Likeness") for marketing and publicity purposes in any and all media now known or developed in the future, including but not limited to TV, radio, print and internet (including the Releasees' social media properties) throughout the world to promote Camp Foley.

I agree that this Waiver and Release of Liability will be governed by the laws of the state of Minnesota and that the exclusive jurisdiction for any disputes will be in the state or federal courts of the State of Minnesota, County of Crow Wing. If any portion of this Waiver and Release of Liability is found to be void or unenforceable, then all other portions thereof shall remain in full force and effect.

I have carefully read this Waiver and Release of Liability in its entirety and understand that it is a release of claims and a waiver of liability regarding my participation in this activity. I further understand that by signing below I have given up substantial rights.

Name _____

Signature _____ **Date** _____