Student 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

Student Name_____ Birth Date_____/_____/_____

School_____ Date of attendance_____

Address_____City_____State_____Zip_____

Parent/Guardian(s)_____ Preferred Phone_____

Alternative Phone_____ Additional Phone (Optional)_____

I, the undersigned, acknowledge the inherent risks involved in the participation in the Environmental Education Center Program ("Program") and all related activities at Camp Foley Inc. ("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:

On behalf of myself and/or my child, 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 or my child 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 or my child as a result of or arising from our 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 Releases 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 Releases.

I acknowledge for myself and/or my child, 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 for myself and/or my child, that there may be risks inherent in the activity that are not known to me or not reasonably foreseeable.

I further acknowledge and agree for myself and/or my child that my child has permission to participate in the Program and related activities at Camp Foley. I hereby give permission to the medical personnel selected by Camp Foley or my child's school to order X-rays, routine tests, and/or treatment for this student. In the event that I cannot be reached in an emergency, I hereby give permission to the physician selected by Camp Foley or my child's school to hospitalize, secure treatment for, and to order injections and/or anesthesia and/or surgery for my child.

I, for myself and/or my child, agree to assume all the foregoing risks and accept personal responsibility for myself and/or my child's own damages following such injury, permanent disability or death. This Waiver and Release of Liability is signed voluntarily of my own free will. I further agree that I, for myself and/or my child, abide by all rules set by Camp Foley.

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 and my child's name, voice, photograph, likeness, performance, and any interviews, photographs and recordings of us (collectively, our "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, the undersigned parent or legal guardian, have carefully read the above Waiver and Release of Liability in its entirety, I agree and understand that it is a release of claims and a waiver of liability regarding my and/or my child's participation in the Program and related activities at Camp Foley. I agree to the terms of the above Waiver and Release of Liability on behalf of my child and myself. I understand that by signing below I am giving up substantial rights on behalf of my child and myself.

Name of Parent/Guardian _____

Parent/Guardian Signature _____ **Date** _____