

Activities Release and Waiver Form (Side A)

Description of Activities

Refreshing Mountain Camp, Inc (hereafter RMC) provides structured activity opportunities for environmental education and adventure recreation. These activities include:

Activity Options

Archery	Geocaching	Nature Programs	Physical Challenge Course	Swimming
Campfire	Giant Swing*	Orienteering	Rappel*	Teambuilding
Climbing Wall/Tower*	Giant's Ladder*	Paint Ball Target Course	Scavenger hunt	Wobbly Log*
Equestrian Activities	Elevated Obstacles*	Pedal Carts*	Sling Shots	Ziplines*
<p>* indicates that this type of activity will involve safety equipment like harnesses, helmets, and fall-restraint devices, and participants will potentially be 10-70' above ground at various points of the activity.</p>				

A detailed description of these activities can be obtained by visiting www.refreshingmountain.com/activities or by calling 1-888-353-1490.

Challenge By Choice

Participants in events will be encouraged to participate in activities that may challenge them to push past their perceived fears and comfort, but at no time will a participant be coerced into participating in something that he/she wishes to decline. All activities are "Challenge by Choice" and at any time, a participant may choose to remove himself/herself from the activity.

Medical Concerns

Participants must be reasonably fit. Activities are designed for use by participants of at least average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems and some psychological and psychiatric problems, may all increase the risks of the experience and cause the participant to be a danger to him/her or others. If you are uncertain as to whether you are fit enough to participate, you should consult your doctor before doing so. Certain activities have weight, height, and age restrictions.

Inherent and Other Risks

Given the nature of these activities, the risk of injury certainly exists, because of falls, contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. Several risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes and bruises, to bites, stings, skin rashes, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property on which these activities are located includes uneven, rocky and wooded terrain, cliffs, ravines, springs, animal holes, and hold potentially harmful plants and animals which may bite or sting. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, because of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants or otherwise; and may occur despite the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent, are assumed by those who choose to participate.

See Side B to complete required initials/signatures

Activities Release and Waiver Form (Side B)

Updated March 2019

INSTRUCTIONS: To be completed by the ADULT (i.e. Either the participating adult or by the Parent/Guardian of the participant(s), answering collectively for each listed participant that is under 18 years old and that is involved with this event).

Review this page and sign at the bottom.

TO THE BEST OF MY KNOWLEDGE.....

- **I am HEALTHY ENOUGH to participate.** I have read and understand the Medical Concerns listed in this document and hereby assert that I am healthy enough to participate in these activities.

- **I will follow the INSTRUCTIONS.** I acknowledge the need to follow instructions, obey rules, to thoroughly learn the practices and precautions of these activities, and to participate in holding group members accountable to these practices. I agree to exercise prudence and reasonable care while participating in any of the activities. If I observe any unsafe or dangerous situation, I will immediately notify RMC staff and will discontinue my participation until that situation is resolved.

- **I assume the RISKS of participation.** I understand and accept the inherent risks, as outlined in the section "Inherent and Other Risks" listed on Side A.

- **I agree NOT TO SUE.** I agree to waive, relinquish, discharge, release and covenant not to sue Refreshing Mountain Camp, Inc., (RMC) its officers, directors, employees, volunteers, advisors, agents, insurers and attorneys (collectively, the "Released Parties"), from/for any and all rights, claims of injury, demands, causes of action, damages, loss or liabilities, whether based in strict liability, negligence or otherwise, that I may have or that may arise out of, is connected with, or is in any way associated with my participation in the Activities. Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may have to seek redress due to the reckless or intentional conduct of RMC, the Released Parties or any other individual or entity. It is my intention that this Agreement and the waiver of rights contained herein be binding on my family members, representatives, heirs, estate and assigns.

- **I understand that this is a LEGAL AGREEMENT and that I am WAIVING RIGHTS if I sign it.** THIS WAIVER AND RELEASE OF LIABILITY IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. I represent and acknowledge that I have completely read and understand this document and all its terms, that I have had an ample opportunity to obtain the advice of counsel and that, by signing this document, I understand that I am relinquishing legal rights and remedies that may have otherwise been available to me. I understand that this Waiver and Release shall be construed as broadly and inclusively as is permitted by applicable law and agree that if any portion of this document is held invalid, the remaining shall continue in full force and effect. To the extent the restriction on filing lawsuits is deemed unlawful, all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Pennsylvania or another location mutually agreeable to the parties. An award of arbitration may be confirmed in a court of competent jurisdiction.

- **RMC may take PICTURES of me.** I hereby grant permission to RMC to make and use for promotion or other purposes, photographic, video, and/or audio records of my likeness and/or voice without recourse or compensation.

Today's Date: _____ **Group Name (optional)** _____

OVER 18 years old, sign here. (max 1 per sheet)

Signature of Participant	Printed Name (first and last name)	Office Use Only	
1.			

UNDER 18 years old, list names here. (max of 3 names per sheet)

Printed Name (first and last name)	Signature of Parent/Guardian	Office Use Only	
1.			
2.			
3.			

The contents of this form are true for each Participant listed on this form (circle yes or no):

YES

NO