



TEEN ADVENTURE CAMP 2017

MONDAY-FRIDAY, 8:30am-4:30pm, Pleasant Glade Elem, 1920 Abernethy Rd NE, Lacey

Ages 12-15yrs

*You can email or fax your form in and follow with payment immediately by phone. Your child is not registered without form AND payment.

Email: laceyparks@ci.lacey.wa.us Fax: 360.438.2669

Participant Name _____ M / F _____

Date of Birth _____

Address _____

City _____ ZipCode _____

GUARDIAN #1 _____ RELATIONSHIP _____

Name _____

Work Phone _____

Home/Cell Phone _____

Email _____

GUARDIAN #2 _____ RELATIONSHIP _____

Name _____

Work Phone _____

Home/Cell Phone _____

Email _____

Two weeks payment in advance must be made at the time of registration to hold your spot for the summer (check, cash, or credit card). After this, payment is due the Monday prior to the week your child(ren) are attending, or you will be charged a \$10 late fee and possibly withdrawn from camp to accommodate the waitlist.

Please initial _____

*REGISTRATION FEE: \$175/per week (at least 2 weeks fee must accompany registration) Camp limited to 12 campers per week

REFUND POLICY

Notice Received
 By Thursday 5:00pm
 Before 1st day 100%
 1st Camp day 50%
 2nd Camp day 0%

ENROLLMENT INFORMATION

Camp runs Monday through Friday. Please indicate the week(s) your child will be attending camp. **Weekly fee is \$175**

Circle Week	DATES OF CAMP	PAID	DATE
1	June 26-30 LEGION OF SUPERHEROES		
2	July 10-14 TEEN TITANS		
3	July 17-21 BREAKFAST CLUB		
4	July 24-28 YOUNG AVENGERS		

Circle Week	DATES OF CAMP	PAID	DATE
5	July 31-August 4 JUSTICE LEAGUE		
6	August 7-11 POWER PACK		
7	August 14-18 TEENAGE MUTANT NINJA TURTLES		

PERMISSION TO RELEASE/EMERGENCY CONTACTS

Please list below names and phone numbers of anyone, other than yourself, that you authorize to pick up your child from Lacey Parks & Recreation Teen Adventure Camp. Please list contacts in the order you would like them to be contacted in the event of an emergency. You will always be the first person we attempt to reach.

- Name _____ Relationship _____ Phone _____
- Name _____ Relationship _____ Phone _____
- Name _____ Relationship _____ Phone _____
- Name _____ Relationship _____ Phone _____

PLEASE COMPLETE REVERSE SIDE

CAMPER'S HEALTH and BEHAVIORAL HISTORY

Allergies? (plant, insect, food, medication) _____

Special dietary needs? _____

Please list any medications your child is taking? _____

Describe any behaviors staff should be aware of and explain management of behavior: _____

Please provide any information that you feel would be helpful in the supervision of your child: _____

PARENT/GUARDIAN - PLEASE READ and SIGN BELOW

I DO NOT give permission for non-prescription medication (non-aspirin product, Neosporin) to be given to my child.

I DO NOT In case of emergency **only**, give permission to the physician selected by the camp staff personnel to hospitalize, secure treatment for, and order injections, anesthesia, or surgery for my child named on this form. Any directions to the contrary should be specified on this form with signature of parent/guardian.

I DO NOT grant the City of Lacey permission to use and publish my child's name or otherwise identify my child in association with any photo in which my child appears for editorial, marketing and promotional purposes in print and electronic media. No financial or other liability to me will be incurred by the city or the photographer.

Parent/Guardian (signature) _____ Date _____

WAIVER for PARTICIPATION - PLEASE PRINT CLEARLY

In consideration for the City of Lacey Parks and Recreation Department accepting my child's entry into this program, I, personally, and on behalf of my child, assume all risks and hazards incidental to the conduct of the activity. I do further release, absolve and waive any right to bring claim, action, suit or other proceeding against the City of Lacey, Lacey Parks and Recreation Department, the organizers and sponsors of the program or instructor for damages due to any injuries suffered as a result of participation in the program.

TEEN CODE OF CONDUCT - PLEASE PRINT CLEARLY (to be read and signed by parent and teen)

My signature indicates my agreement to follow the guidelines, as well as those stated by program staff. I understand that failure to follow the guidelines may result in disciplinary action including expulsion from the program.

- I agree to the following:
- I will remain in the building, the area and/or on the trip activity site.
- I will demonstrate respect and courtesy to others.
- I will refrain from using alcohol tobacco, illegal drugs and other sensory impairment substances.
- I will refrain from using foul language.
- I will obey all traffic laws, including wearing a seatbelt during transportation.
- I will refrain from instigating and/or participating in physical or verbal altercations.
- I will listen to staff and follow directions and rules.

Participant Signature _____ Printed Name _____ Date _____

Parent Signature _____ Printed Name _____ Date _____

TEEN ADVENTURE CAMP PAYMENT SCHEDULE 2017

& Frequently Asked Questions

KEEP FOR YOUR RECORDS

HOW DO I REGISTER FOR CAMP?

When registering for Teen Adventure Camp, you must come in person, complete the registration form, and pay for at least 2 weeks up front for your child's camp. If you are registering for only 1 week of camp, we will collect your fee for that week at the time you register. You may register for additional weeks, on a space available basis, anytime by calling our office at 360.491.0857. Space is limited and registration is based on first-come-first-served.

WHEN DOES REGISTRATION START?

Registration will begin Wednesday, **March 1st** in conjunction with our Spring program registration, Lacey City Hall, 420 College St SE, 6:00am-5:00pm. We can accept cash, check, Visa or MasterCard. Following Wednesday, we can accept registration on a space available basis through the summer, Monday-Friday, 8:00am-5:00pm. Acceptable forms of payment are cash, check, Visa or MasterCard.

HOW DO I PAY FOR CAMP?

We are set up for cash, check, Visa or MasterCard. After your initial registration, we can accept credit cards, Mastercard or Visa, over the phone. We can accept checks by mail. Mail payment to Lacey Parks & Recreation, 420 College St SE, Lacey 98503. If mailing payment, be sure to mail payment so it is received in our office by dates listed below to avoid a late fee.

WHEN DO I PAY FOR ADDITIONAL WEEKS MY CHILD IS REGISTERED IN CAMP?

Following your initial payment for camp, your camp fees are due the Monday prior to the week your child is attending camp. To help you understand when your child's camp fees are due, please see the table below. **If payment is not received by your due date**, there will be a **\$10.00 late fee** (see table) and withdrawal from the camp to accommodate our waitlist.

WEEK	DATE OF CAMP	PAYMENT DUE - \$175.00/week	LATE FEE DATE Add'l \$10.00	DATE PAID My Records
1	June 26-30	at time of registration	N/A	
2	July 10-14	at time of registration	N/A	
3	July 17-21	July 10	July 11	
4	July 24-28	July 17	July 18	
5	July 31-August 4	July 24	July 25	
6	August 7-11	July 31	August 1	
8	August 14-18	August 7	August 8	

REFUND POLICY	<u>Notice</u>	<u>Refund</u>
		<u>Received</u>
	Thursday by 5:00pm	
	before 1st Camp Day	100%
	1st Camp day	50%
	2nd Camp day	0%

MAIL PAYMENTS TO:

Lacey Parks & Recreation
420 College St SE
Lacey, WA 98503

Lacey Parks & Recreation Department
Tax Payer I.D.
#91-081-9427

**FORM REQUIRED and MUST BE COMPLETED and RETURNED TO
LACEY PARKS & RECREATION, 420 College St SE, LACEY 98503
WAIVER for PARTICIPATION - PLEASE PRINT CLEARLY**

Participant Name: _____

Home Phone:_____Parent Work Phone:_____Cell Phone:_____

Emergency Contact and Phone: _____

Is your child currently taking medications? NO_____ YES_____

If YES, please explain_____

Physician's Name: _____ Phone_____

PARENTS PLEASE READ AND SIGN BELOW

In case of a medical emergency, I DO ____ DO NOT ____, give permission for my child to receive treatment deemed necessary by emergency medical personnel and or physicians.

In consideration for the City of Lacey Parks and Recreation Department accepting my child's entry into this program, I, personally, and on behalf of my child, assume all risks and hazards incidental to the conduct of the activity. I do further release, absolve and waive any right to bring claim, action, suit or other proceeding against the City of Lacey, Lacey Parks and Recreation Department, the organizers and sponsors of the program or instructor for damages due to any injuries suffered as a result of participation in the program.

I DO____DO NOT____grant the City of Lacey permission to use and publish my child's name or otherwise identify my child in association with any photo in which my child appears for editorial, marketing and promotional purposes in print and electronic media. No financial or other liability to me will be incurred by the city or the photographer.

TEEN CODE OF CONDUCT - PLEASE PRINT CLEARLY

(to be read and signed by parent and teen)

My signature indicates my agreement to follow the guidelines, as well as those stated by program staff. I understand that failure to follow the guidelines may result in disciplinary action including expulsion from the program.

- I agree to the following:
- I will remain in the building, the area and/or on the trip activity site.
- I will demonstrate respect and courtesy to others.
- I will refrain from using alcohol tobacco, illegal drugs and other sensory impairment substances.
- I will refrain from using foul language.
- I will obey all traffic laws, including wearing a seatbelt during transportation.
- I will refrain from instigating and/or participating in physical or verbal altercations.
- I will listen to staff and follow directions and rules.

Participant Signature

Printed Name

Date

Parent Signature

Printed Name

Date

Teen Adventure Camp

for ages 12-15 years

June 26- August 18

(see registration form for weeks offered)

Mon. - Fri., 8:30 am - 4:30 pm*

Offering 7 weeks of summertime fun, this program is offered at:

Pleasant Glade Elementary
1920 Abernethy Road NE
Lacey, 98516

Week #7 Drop off & Pick Up will be at Rainier Vista Comm Park

Don't miss out on the opportunity to have a blast this summer! Join our Teen Camp staff as we visit exciting destinations all across the Pacific Northwest. If you're ready for a summer full of new friendships, exciting experiences, and out-of-this-world adventures you're in the right place! Our base camp will be located at Pleasant Glade Elementary. Each day we will meet and head out on a journey to a new destination. Teens need to bring a sack lunch and snacks. Water bottle and backpack are highly recommended.

Camp is limited to 12 campers per week.

*To help working parents, your child can be dropped off as early as 7:30am and **MUST** be picked up by 5:30pm.



(*WEEKLY ACTIVITIES ARE SUBJECT TO CHANGE)

Registration Information

In conjunction with
Spring program registration,
Teen Adventure Camp
Registration begins

WEDNESDAY, MARCH 1st

6:00 am - 5:00 pm

Lacey City Hall

420 College St SE

(We can accept cash, check, Visa or MasterCard).

Camp Fees: \$175/week

Our base camp will be located at Pleasant Glade Elementary weeks 1-6. Week 7 meets at Rainier Vista Community Park.

Completed registration forms are accepted on a first come, first served basis. Two weeks payment in advance must be made at the time of registration to hold your spot for the summer. Payments for remaining weeks registered for are due the Monday prior to the week your child(ren) are attending, or you will be charged a \$10 late fee and possibly withdrawn from camp to accommodate the waitlist.

REFUND POLICY

<u>Notice Received</u>	<u>Refund</u>
Thursday by 5:00pm before 1st Camp Day	100%
After 1st Camp day	50%
After 2nd Camp day	0%

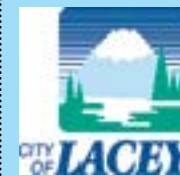
LACEY PARKS & RECREATION



TEEN ADVENTURE CAMP 2017

REGISTRATION
BEGINS

Wed., March 1st
6:00 am - 5:00 pm



City of Lacey
Parks & Recreation Dept.
420 College Street SE
Lacey, WA 98503
360.491.0857

Lacey Parks and Recreation - Teen Adventure Camp 2017

Our base camp is Pleasant Glade Elem.; 1920 Abernethy Rd S.E. (EXCEPT last week which meets at Rainier Vista Park). Teens need to bring a sack lunch, snacks, water bottle & a backpack. Spending money is optional. Dress for the weather and have a great time!

WEEK 1 Legion of Superheroes **June 26-30**

Monday: Welcome to Teen Camp, Games and Bowling
Tuesday: Wild Waves (**Swimming****)
Wednesday: MOPOP, formally called EMP (Seattle)
Thursday: Explore the Ave Caves, Long Cave
Friday: Frisbee Golf Tournament, **Swimming**** and BBQ

WEEK 2 Teen Titans **July 10-14**

Monday: Hike Reflection Lake at Mt. Rainier
Tuesday: Ice Skating at Sprinklers and Seven Eleven Slurpee Challenge
Wednesday: Seattle Storm basketball game
Thursday: BoomShaka and then games at Priest Point Park (BoomShaka Release Form)
Friday: Paddle boarding, **Swimming**** and BBQ at Millersylvania State Park

WEEK 3 Breakfast Club **July 17-21**

Monday: Ocean Shores Explore and Hike at Dannon Point
Tuesday: Stand Up Paddle Boarding and **Swimming**** at Green Lake
Wednesday: Dollar Movies at Regal Cinema and Bowling
Thursday: Wild Waves with Olympia and Turnwater (**Swim****)
Friday: Olympia's Farmers Market, Pizza and **Swimming****

WEEK 4 Young Avengers **July 24-28**

Monday: Laser Quest and **Swimming**** at Steele Lake
Tuesday: Ferry to Seattle and Pikes Place Market (leave camp early to catch ferry)
Wednesday: Evergreen's Ropes Course with Olympia and Turnwater (release form)
Thursday: Point Defiance Zoo adn Walk Owen Beach
Friday: Team Bump Challenge, **Swimming**** and BBQ

WEEK 5 Justice League **July 31-August 4**

Monday: Stand Up Paddle Boarding and **Swimming**** at Green Lake
Tuesday: Movies at McMenamins and Rollerdrome with Olympia and Turnwater
Wednesday: Thurston County Fair and **Swimming**** at Long Lake (bring a can of food for Fair)
Thursday: Cirque Rock Wall and games at Rainier Vista Park (release form)
Friday: Hike McLane Nature Trail, **Swimming**** and BBQ

WEEK 6 Power Pack **August 7-11**

Monday: Tukwila Family Fun Center
Tuesday: Rainiers Baseball Game (Hotdog & Drink included)
Wednesday: Hike Evergreen Trails, Dairy Queen, and Bowling
Thursday: Kandle Water Park with Olympia and Turnwater (Swim)
Friday: Ultimate Frisbee, **Swimming**** and BBQ

WEEK 7 Teenage Mutant Ninja Turtles **August 14-18**

Monday: Movie at Regal Cinemas, Games and **Swimming**** with Turnwater and Olympia
Tuesday: Explore Downtown Portland: See Voodoo Doughnuts and Powell's City of Books
Wednesday: Wild Waves with Turnwater (Swim)
Thursday: BoomShaka and hike to beach at Burfoot Park (release form)
Friday: Last Day Celebrations with Games, BBQ, and **Swimming**** at Long Lake

****Highlighted in Blue are days when campers should bring swimming gear**
*******ALL TEEN CAMP ACTIVITIES SUBJECT TO CHANGE*******

SUMMER TEEN OVERNIGHTS

Registration opens Wednesday, March 1, 2017

Camp Cascadia - Camping Adventure at Camp Cascade Resort July 11-14

Summer Screams - Silverwood Theme Park, Athol, ID August 7-10
Camping & 2-day Theme Park Admission

BOOMSHAKA OLYMPIA, LLC, PARTICIPANT AGREEMENT, INDEMNIFICATION, GENERAL RELEASE AND ASSUMPTION

(PLEASE READ THIS DOCUMENT CAREFULLY, BY SIGNING IT, YOU ARE GIVING UP YOUR AND/OR YOUR SPOUSE AND MINOR'S LEGAL RIGHTS)

BY SIGNING THIS AGREEMENT I AM GIVING UP MY RIGHTS AND THE RIGHTS OF MY SPOUSE AND/OR CHILD(REN) TO SUE BOOMSHAKA FOR ANY INJURY, INCLUDING PARALYSIS OR DEATH, CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR FAULT OF BOOMSHAKA, INCLUDING ANY OF ITS AGENTS, EMPLOYEES AND EQUIPMENT. Initials: _____

In consideration of being allowed to participate in the services and activities, including, but not limited to, trampoline park access, trampoline dodge ball, trampoline basketball, aerial training, fitness classes, trampoline courts, foam pit activities and snack bar access and any other amusement activities (collectively "ACTIVITIES"), provided by BOOMSHAKA OLYMPIA, LLC and its agents, owners, officers, directors, principals, volunteers, participants, clients, customers, invitees, employees, independent contractors, insurers, facility operators, land and/or premises owners, and any and all other persons and entities acting in any capacity on its behalf (collectively "BOOMSHAKA"), I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby agree to forever release, indemnify and discharge BOOMSHAKA on behalf of myself, my spouse, legal partner, my children, my parents, my guardians, heirs, assigns, personal representatives and estate, and all other persons and entities as set forth below. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), hereby acknowledges, agrees and represents that immediately upon entering or participating I will, inspect and carefully consider BOOMSHAKA'S premises and facilities. It is further warranted that such entry into BOOMSHAKA'S facilities for observation or use of any facilities or equipment or participation in ACTIVITIES constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully considered and that the undersigned finds and accepts same for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) as being safe and reasonably suited for the purpose of such observation, use or participation by myself, and/or by my spouse, minor child(ren)/ward(s). The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby represent that (i) I/we are in good health and in proper physical condition to participate in the activities in which BOOMSHAKA provides; and (ii) I/we are not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my/our ability to safely participate in activities; (iii) I/we have not been advised against activities by a health professional. I agree that it is my sole responsibility to determine whether I/we are sufficiently fit and healthy enough to participate in activities. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), agree to be familiar with and to abide by the rules established for the ACTIVITIES, which include without limitation the rules posted in the facility and/or the website. The undersigned, for myself, and/or on behalf of my spouse, minor child(ren)/ward(s), accepts sole responsibility for my own conduct and actions, as well as the conduct and actions of my spouse, minor child(ren)/ward(s) while participating in the activities, and the condition and adequacy of the equipment.

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks including but not limited to serious bodily injury, permanent disability, paralysis and loss of life, I, on behalf of myself, and/or on behalf of my spouse, minor child(ren)/ward(s) hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge and agree not to sue BOOMSHAKA, including its suppliers, designers, installers, manufacturers of any trampoline equipment, foam pit material, or such other material and equipment in BOOMSHAKA'S facility (all hereinafter referred to as "EQUIPMENT SUPPLIERS") and agree to hold said parties harmless of and from any and all manner of actions or omission(s), causes of action, suits, sums of money, controversies, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by BOOMSHAKA or any EQUIPMENT SUPPLIERS, whether the action arises out of any damage, loss, personal injury, or death to me or my spouse, minor child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES in or about the premises. This Release of Liability, is effective and valid regardless of whether the damage, loss or death is a result of any act or omission on the part of BOOMSHAKA and/or any EQUIPMENT SUPPLIERS.

(2) **INDEMNIFICATION:** I understand that the known and unknown risks may be caused in whole or in part by my or my spouse or child(ren)/wards own actions or inactions, the actions or inactions of others participating in activities, or the acts, inaction or negligence of BOOMSHAKA or any EQUIPMENT SUPPLIERS, and in consideration of being allowed, along with my spouse and/or my minor child(ren)/ward(s) to participate in the ACTIVITIES, I hereby assume all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) as a result of the participation in ACTIVITIES in or about the facility, including any such loss due to any negligence of BOOMSHAKA and all EQUIPMENT SUPPLIERS and agree to indemnify and hold harmless BOOMSHAKA and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by BOOMSHAKA and all EQUIPMENT SUPPLIERS as a result of any claims asserted by myself, my spouse and/or child(ren)/ward(s) against BOOMSHAKA and all EQUIPMENT SUPPLIERS, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments BOOMSHAKA and all EQUIPMENT SUPPLIERS incurs in the event of such loss whether caused by the negligence of BOOMSHAKA or any EQUIPMENT SUPPLIERS and that on behalf of myself, my spouse or my minor child(ren)/ward(s) I further agree to indemnify and hold harmless BOOMSHAKA for any injury, damage and/or harm myself, my spouse and/or my minor child(ren)/ward(s) cause to BOOMSHAKA or its facility and/or to any and all other persons and entities acting in any capacity on behalf of BOOMSHAKA.

(3) **ATTORNEYS' FEES:** I promise to indemnify BOOMSHAKA for any attorneys' fees and/or costs incurred to enforce this agreement, including all costs associated with any collection efforts. Further, should any debt and/or judgment accrue in favor of BOOMSHAKA, pre-judgment and post-judgment interest shall accrue thereon at a rate of 18% per annum.

(4) **PHOTO RELEASE:** By entering BOOMSHAKA and participating in the ACTIVITIES, I hereby grant BOOMSHAKA on behalf of myself, my spouse and on behalf of my child(ren)/ward(s), the irrevocable right and permission to photograph and/or record me, my spouse or my child(ren)/ward(s) in connection with BOOMSHAKA and to use the photograph and/or recording for all purposes, including advertising and promotional purposes, in any manner and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the photograph and/or recording, and acknowledge and agree that the rights granted to this release are without compensation of any kind.

(5) **TERMS OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my spouse and/ or child(ren)/ward(s) visit BOOMSHAKA, whether at the current location or any other location or facility. The undersigned further expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of this state and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

(6) **VENUE:** In the event a lawsuit is filed against BOOMSHAKA, I agree to the sole and exclusive venue of Thurston County, Washington. I further agree that the substantive law of Washington shall apply without regard to any conflict of law rules.

By signing this document, I understand that I may be found by a court of law to have forever waived my and my spouse and/or child(ren)/ward(s) right to maintain any action against BOOMSHAKA on the basis of any claim from which I have released BOOMSHAKA and any released party herein and that I have assumed all risk of damage, loss, personal injury, or death to myself, my spouse and/or my minor child(ren)/ward(s) and agreed to indemnify and hold harmless BOOMSHAKA and all EQUIPMENT SUPPLIERS from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by BOOMSHAKA and all EQUIPMENT SUPPLIERS as a result of the participation in ACTIVITIES in or about the facility by myself, my spouse and/or child(ren)/ward(s) and/or claims asserted by myself, my spouse and/or child(ren)/ward(s) against BOOMSHAKA and all EQUIPMENT SUPPLIERS related to such participation in ACTIVITIES. I have had a reasonable and sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.



You MUST be 18 years old or older to sign your own waiver
You MUST be the Parent or Legal Guardian to sign for a minor (under age 18)



Enter Adult Full Name and Date of Birth

(If under age 18, it must be completed by Parent/Legal Guardian -- Enter Adult Full Name/Date of Birth of Parent/Guardian)

Adult First Name: _____ Adult Last Name: _____

Adult Date of Birth: _____ Phone: _____

Email: _____

Signature: _____

Date: _____

Enter Child Full Name and Date of Birth of all Family Members under age 18

Child Full Name #1: _____ Date of Birth: _____

Child Full Name #2: _____ Date of Birth: _____

Child Full Name #3: _____ Date of Birth: _____

Child Full Name #4: _____ Date of Birth: _____

Child Full Name #5: _____ Date of Birth: _____

Child Full Name #6: _____ Date of Birth: _____

**We reserve the right to review your license and/or other forms of ID to verify identity and age.
This waiver is good for one day only.**



**THE EVERGREEN STATE COLLEGE COSTANTINO RECREATION CENTER
ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT
(PLEASE READ CAREFULLY BEFORE SIGNING THIS CONTRACT)**

Participant's Last Name _____ First Name _____ Initial _____
 Address _____ City _____ State _____ Zip _____
 Cell Phone _____ Home Phone _____ Work Phone _____
 Birth Date _____ Email _____
 Emergency Contact _____ Phone _____

In consideration for being permitted to use The Evergreen State College Costantino Recreation Center (CRC) facilities, CRC equipment, and/or to participate in any CRC fitness programs, Participant or, in the case of a person under the 18 years of age at the time of signing, Participant's parent or legal guardian, agrees to be bound by all of the terms and conditions set forth in this legally binding Contract.

I. DEFINITIONS - The following definitions apply to the following as used in this contract:

A. **"Facilities"** includes the gymnasium, exercise rooms (aerobic, dance, weight, cross-fit, and other areas designated for exercise or recreational use), swimming pool, sauna, locker rooms, boxing room, indoor archery course, cross-fit circuit training area, indoor and outdoor climbing walls, sport courts (racquetball, volleyball, and basketball), the outdoor covered recreation pavilion, tennis courts, disc golf course, challenge course and playing fields.

B. **"Equipment"** means all free weights, strength training machines, treadmills, elliptical trainers, or other exercise and fitness machines; exercise balls, bands, mats, benches, or other items used for exercise or physical fitness purposes; sport court balls (baseballs, basketballs, racquetballs, tennis, and other balls); squat racks; peg board; and gear for the climbing wall and challenge course including, but not limited to, helmets, harnesses, ropes, and other climbing hardware.

C. **"Fitness Programs"** means all activities, instruction, programs, clubs, trips, events, services, and classes offered at CRC facilities including, but not limited to, the following: yoga, pilates, aerobics, dance, martial arts, fencing, swimming, aquafit, weight/strength training, fitness conditioning, personal training, tennis, squash, basketball, baseball, racquetball, rowing, archery, tennis, and bouldering and climbing.

II. ACKNOWLEDGMENT OF RISKS

A. I understand that use of CRC facilities, CRC equipment, and/or participation in any CRC fitness programs, involves risk of personal injury including, but not limited to, the following: bruises; abrasions; concussions; fractures and broken bones; injuries to nerves, muscles, ligaments, cartilage, tendons, and joints of the body; head, neck, back, spinal, and knee injuries; soft tissue injuries; brain injuries, including temporary or permanent brain damage; temporary and permanent paralysis; eye damage; disfigurement; and other bodily injuries including death. I acknowledge that the risk of personal injury is many and varied, and can include, but is not limited to, the following:

1. Drowning and near drowning resulting from the use of the swimming pool; heat exhaustion or heat stroke resulting from use of the sauna; spinal cord, brain and other personal injury resulting from diving, jumping, or falling into, or onto an area near, the pool; and the risk of other personal injury from falls due to, among other things, slippery surfaces and floors from the presence of water around the pool, locker rooms, sauna, or other areas of the CRC.
2. All manner of personal injury that can occur from use of the challenge course, outdoor climbing wall, and indoor climbing gym including, but not limited to, injuries resulting from: (a) falling off the climbing structure including hitting the floor, ground, wall faces, challenge elements, people, or projections whether permanently or temporarily in place; (b) activities on, or near, the climbing walls and challenge course such as, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques; (c) becoming entangled in a rope; being dropped to the ground during belaying or lowering; and distractions from or actions of climbers, belayers, bystanders, or others; (d) falling climbers or dropped items (such as ropes or other equipment), climbing hardware, wall parts, or personal effects; (e) skin contact with the climbing wall or any other surface; (f) the failure of ropes, slings, harnesses, climbing holds, climbing hardware, anchor points, or any part of the structure of the climbing wall; (g) falls, and collisions with objects, equipment, or persons; (h) mechanical failure of equipment, or the negligent design, or manufacture of the equipment, (i) the provision of, or the failure to, provide any warnings, directions, instructions, or guidance as to the use of the equipment or climbing technique; and (j) the failure of any person to properly use or operate the equipment.
3. Personal injury that can result from Participant's actions, inactions, or negligence while using CRC facilities, CRC equipment, and/or while participating in CRC fitness programs; or the actions, inactions, or negligence of others using, or providing instruction on the use of CRC facilities, CRC equipment, and/or in the provision of any instruction regarding any of CRC's fitness programs. I understand that under certain circumstances these risks can exist whether the Participant is observing or participating in an activity.
4. Personal injury resulting from defects or conditions of the CRC facilities or CRC equipment (including malfunction or breakage).
5. Personal injury that can result from any physical exercise or exertion and which can include, but is not limited to, the risk of personal injury resulting from fainting, dizziness, heat prostration, heart rhythm disorders, heart attack, or stroke.

B. I further acknowledge that the risks of personal injury as noted herein are not intended to be inclusive and in no way limit the extent or reach of this Contract in regards to the Assumption of Risk, Release of Liability, and Indemnification agreed to under the provisions of Paragraph III. My participation, or if Participant is a minor my child's participation, is purely voluntary and with knowledge of the risks of personal injury that can occur, both foreseeable and unforeseeable, from the use of CRC facilities, CRC equipment, and/or participation in any CRC fitness programs.

C. I declare myself, or if applicable the named minor Participant, to have the requisite skills, qualifications, physical fitness and ability to properly and safely use CRC equipment, CRC facilities, and to participate in any CRC fitness programs; and to be physically sound and suffering from no impairment that would prevent the use of CRC facilities, CRC equipment, and/or participation in any CRC fitness programs. I acknowledge that I, or if applicable the named minor Participant, have had a physical examination and been given permission by a physician to use CRC facilities, CRC equipment, and/or participate in any CRC fitness programs, or that I

have decided to participate, or to the extent applicable have decided to allow the named minor Participant to use CRC facilities, CRC equipment, and/or participate in any CRC fitness programs without a physician's approval and do so assuming all responsibility for such decision.

III. ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNIFICATION

A. ASSUMPTION OF RISKS

THE UNDERSIGNED PARTICIPANT OR, IF PARTICIPANT IS A MINOR UNDER 18 YEARS OF AGE AT THE TIME OF SIGNING OF THIS CONTRACT, PARTICIPANT'S PARENT OR LEGAL GUARDIAN FOR HIM/HERSELF AND ON BEHALF OF THAT MINOR, ACCEPTS AND FULLY ASSUMES THE RESPONSIBILITY FOR ALL POSSIBLE RISKS OF PERSONAL INJURY (INCLUDING DEATH), AND PROPERTY DAMAGE OR LOSS, THAT MAY ARISE OUT OF, OR THAT ARE IN ANY WAY RELATE TO, PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY CRC FITNESS PROGRAMS.

B. RELEASE OF LIABILITY

THE UNDERSIGNED PARTICIPANT OR, IF PARTICIPANT IS A MINOR UNDER 18 YEARS OF AGE AT THE TIME OF SIGNING OF THIS CONTRACT, PARTICIPANT'S PARENT OR LEGAL GUARDIAN FOR HIM/HERSELF AND ON BEHALF OF THAT MINOR, VOLUNTARILY RELEASES, WAIVES, AND DISCHARGES THE STATE OF WASHINGTON, THE EVERGREEN STATE COLLEGE, AND ANY OF ITS OFFICERS, BOARD OF TRUSTEES, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM ANY AND ALL CAUSES OF ACTION, CLAIMS FOR LIABILITY, DEMANDS, LAWSUITS, LOSSES, DAMAGES, AND COSTS (INCLUDING ATTORNEYS FEES) OF ANY KIND WHATSOEVER, INCLUDING THOSE FOR PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OR LOSS, ARISING OUT OF, OR IN ANY WAY RELATED TO PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY CRC FITNESS PROGRAMS.

C. INDEMNIFICATION

THE UNDERSIGNED PARTICIPANT OR, IF PARTICIPANT IS A MINOR UNDER 18 YEARS OF AGE AT THE TIME OF SIGNING OF THIS CONTRACT, PARTICIPANT'S PARENT OR LEGAL GUARDIAN FOR HIM/HERSELF AND ON BEHALF OF THAT MINOR, AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE STATE OF WASHINGTON, THE EVERGREEN STATE COLLEGE, AND ANY OF ITS OFFICERS, BOARD OF TRUSTEES, EMPLOYEES, VOLUNTEERS, AND AGENTS FROM ANY AND ALL CAUSES OF ACTION, CLAIMS FOR LIABILITY, DEMANDS, LAWSUITS, LOSSES, DAMAGES, OR COSTS (INCLUDING ATTORNEYS FEES) OF ANY KIND WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATING TO, PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY CRC'S FITNESS PROGRAMS.

IV. MISCELLANEOUS

A. This Contract shall be effective and binding upon the undersigned's heirs, next of kin, executors, administrators, assigns, and representatives.

B. This Contract shall be governed by and interpreted in accordance with the laws of Washington State, and any lawsuit arising out of or relating to this contract shall be filed in Thurston County Superior Court. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but is not intended to assert any claims or defenses that are prohibited by law. In the event that any clause or provision shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Contract which shall continue to be enforceable.

C. Participant shall comply with, and be bound by all policies, procedures, and regulations of The Evergreen State College, including but not limited to those of the CRC, while using CRC facilities, CRC equipment, and/or participating in any CRC fitness programs. The College has at its sole discretion the right to terminate this Contract and refuse a Participant the use of CRC facilities, CRC equipment, or participation in any CRC fitness programs under circumstances where Participant fails to comply with such policies, procedures, and regulations, or where Participant's conduct is harassing, offensive, inappropriate or creates an unreasonable disturbance to other clients, guests, or employees.

D. A membership is valid any date the CRC is open for general use and is not valid during scheduled facility closures as posted on CRC's website or in the CRC. The College reserves the right to make changes to the dates and times open for general use of CRC facilities as it deems necessary. Specific CRC facilities may be closed at any time in the event of an emergency or to facilitate any needed maintenance or repairs.

E. No refunds are available for memberships, camps, classes, programs or trips.

F. Photos or videos of activities, if taken by staff, are used for promotional purposes only.

G. The undersigned Participant or, if under 18 years of age at the time of the signing of the Contract, Participant's parent or legal guardian, consents to The Evergreen State College's use of Participant's photograph without compensation and for any purpose, including use of the photo by the College for marketing purposes.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THAT THIS CONTRACT PROVIDES FOR A RELEASE OF LIABILITY, A WAIVER OF MY RIGHT TO FILE A LAWSUIT, AND AN AGREEMENT TO INDEMNIFY AS EXPRESSLY PROVIDED FOR HEREIN. MY SIGNATURE BELOW SHALL SERVE AS CONFIRMATION THAT I FREELY, VOLUNTARILY, AND UNCONDITIONALLY ACCEPT ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THIS CONTRACT, HAVE BEEN MADE BY ANYONE REGARDING THE TERMS AND CONDITIONS GOVERNING PARTICIPANT'S USE OF CRC FACILITIES, CRC EQUIPMENT, AND/OR PARTICIPATION IN ANY OF CRC FITNESS PROGRAMS.

IF SIGNING ON BEHALF OF A PARTICIPANT UNDER THE AGE OF 18 YEARS, I ADDITIONALLY WARRANT THAT I AM THE PARENT OR LEGALLY APPOINTED GUARDIAN OF THE PARTICIPANT WHOSE NAME AND SIGNATURE APPEAR BELOW, AND HAVE EVERY RIGHT TO CONTRACT FOR THIS PERSON IN THE ABOVE REGARD.

Participant's Signature: _____

Date _____

Print Name: _____

Age: _____

(Signature of Parent/Legal Guardian if Participant is under the age of 18 years.)

Parent/Guardian Signature: _____

Date: _____

Print Name: _____

Parent/Guardian Signature: _____

Date: _____

Print Name: _____

**The Warehouse Rock Gym, LLC: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS
& RELEASE AND INDEMNITY AGREEMENT**

*All participants must fill out and sign this document (PRINT LEGIBLY)
For participants under 18 yrs. of age, participant and parent(s) or guardian(s) must sign below*

Name _____
Address _____
City _____ State _____ Zip _____
Telephone: Home _____ Work/Other _____
Male _____ Female _____ Date of Birth: _____
Email: _____ Member: Yes / No Passholder: Yes / No
Emergency Contact: _____ Telephone: _____

INTRODUCTION

Please read this Acknowledgment and Assumption of Risks and Release and Indemnity Agreement, including Introduction and Conclusion (the “Document”) carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

Parent(s) or Legal Guardian(s) (hereafter collectively “parent(s)”) of any participating minor (hereafter sometimes “minor” or “child”) shall sign this Agreement. Participating minors (those under the age of 18) shall also sign. “I,” “me” or other first person references shall include both the parent and the minor, unless the context requires otherwise. References to “participant” include both minor and adult participants.

In consideration of the services of The Warehouse Rock Gym, LLC., its agents, owners, officers, employees, representatives and all other persons or entities associated with it (hereafter collectively “WRG”), participant, including parent(s) of minor participants, agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

Engaging in climbing activities at WRG’s indoor rock climbing facility involves serious risks. These activities vary but can include bouldering, climbing, belaying and rappelling on WRG’s artificial climbing walls, with or without WRG staff present. I (and my parent(s), if I am a minor) acknowledge that participating in climbing activities involves risks. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. **These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. The following describes some, but not all of those risks, hazards and dangers:**

- 1.) **Risks involved in physical activity.** Activities vary, but can include lifting, climbing, rappelling, belaying and sustained use of a participant’s arms and legs.
- 2.) **Risks in decision making.** Participants must make judgments and decisions as they participate in climbing activities. So, too, WRG staff must make judgments and decisions as they teach climbing skills or assist participants. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision-making and conduct, including, without limitation, the risk that a staff member may misjudge a participant’s abilities or fitness level.
- 3.) **Equipment failure or misuse.** Equipment used includes, without limitation, artificial climbing holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware which may be misused, or which can break, fail or malfunction. This includes participant’s personal equipment or equipment rented or borrowed from WRG.
- 4.) **Risks regarding conduct.** The potential that I, other participants or third parties (e.g. belayer, rescue squad, hospital) may act carelessly or recklessly or generally fail to exercise care.
- 5.) **Such other risks, hazards and dangers associated with rock climbing activities and the use of artificial rock climbing walls.**

These and other risks, hazards and dangers may result in participants (for example): 1) falling partway or falling to the ground, 2) getting entangled in ropes or other equipment, 3) impacting the rock face, anchor points, or other projections, 4) colliding with or impacting objects or people. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.

I understand that the above list is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical

problems or limitations that might compromise or affect my ability to participate in climbing activities which have not been disclosed to WRG. I represent I am fully capable of participating in these activities without causing harm to me or others and I agree to follow all WRG rules and regulations. I acknowledge that WRG staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of WRG personnel is absolutely no assurance of my safety or the lessening of any of these risks. **Climbing is dangerous! In both supervised and unsupervised activities, I acknowledge that all participants are responsible for their own safety. My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks. Therefore, I (and my parent(s), if I am a minor) assume and accept full responsibility for those risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those risks, or resulting from my own negligence or other conduct.**

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights.

Participant, if he/she is an adult, or parent(s), for themselves and on behalf of their participating minor child:

- (1) **agree to release and covenant not to sue WRG**, with respect to all claims, liabilities, suits or expenses (including attorneys fees and costs), arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in WRG activities, or use of WRG's climbing wall or other equipment and facilities. **I understand I agree here to waive all claims I may have against WRG, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against WRG, as a result of any injury, damage, death or other loss suffered by me or my child;**
- (2) **agree to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **WRG** with respect to all claims, liabilities, suits or expenses (including attorneys fees & costs):
 - (a) brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in WRG activities, or use of WRG's climbing wall or other equipment and facilities; or,
 - (b) brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in WRG activities or using WRG's climbing wall or other equipment and facilities.

This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of WRG (but not its gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

CONCLUSION

I agree that this Document, and all other aspects of my relationship with WRG are governed by Washington state law. Further, any mediation, suit, or other proceeding arising out of or relating to my enrollment or participation in WRG activities, must be filed or entered into only in the State of Washington and Washington state law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator.

I authorize WRG staff to obtain or provide medical care for me/my child or to transport me/my child to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my child's health. I agree that WRG has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with such medical care and transportation.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself and my family and my heirs, executors, representatives and estate.

Accepted by: _____
Participant Signature Date Print Name Here

Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above.

Accepted by: _____
Parent/Guardian Signature Date Print Name Here