

# CAMP HIGH ROCKS CAMPER AGREEMENT

Year: **2023** Session: \_\_\_\_\_

Camper's Name: \_\_\_\_\_  
Last First Middle Initial

Birth Date: \_\_\_\_\_

**Please read this Agreement carefully. This is a contract and your signature below indicates that you have read and understand every provision of this Agreement and that you unequivocally agree to all terms, conditions and promises herein.**

**By signing below, we the undersigned parents (or guardians) of the Camper, on our own behalf and on behalf of Camper, agree and promise as follows**

## **RISK OF INJURY AND ASSUMPTION OF RISKS**

We acknowledge that we are fully aware of all aspects of Camp High Rocks' programs, activities and risks. We have been given ample opportunity to ask any questions which we may have about activities and the environment to which the Camper may be exposed and we understand that there are risks of injuries and possibly death from some of these activities at Camp High Rocks (hereinafter "Camp" or "Camp High Rocks").

We are aware of the dangers and risks which are inherent in the operation of an overnight children's camp and in the Camper's participation in all Camp activities on or off the premises of the Camp including, but not limited to, those risks that can arise from swimming, boating, hiking, backpacking, or athletics, including bodily contact, use of tools and equipment in manual arts, arts and crafts, work projects and other programs, tubing, caving, rafting, creek hiking, biking, archery, riflery, sailing, rock climbing, rappelling, ropes course, canoeing, kayaking, fishing, horseback riding, camping out, outdoor-living skills and vehicular travel. We further acknowledge that we have given Camp High Rocks full disclosure of any pre-existing physical or mental defects, challenges or problems regarding the Camper.

We have taken reasonable additional measures in an effort to reduce exposure to COVID-19 for all of Camp High Rocks community. COVID-19 is an extremely contagious disease that can lead to severe illness and death. An inherent risk\* of exposure to COVID-19 exists in any place where people are present. While any person is at risk of potential exposure, senior citizens and guests with underlying medical conditions are especially vulnerable according to the Centers for Disease Control and Prevention.

- **By coming to Camp High Rocks, you are voluntarily assuming all risks related to exposure to COVID-19 and any other communicable disease.**

*\*An inherent risk is a risk that cannot be eliminated.*

We understand and agree that the Camper may travel by van, bus, car, raft, canoe, bike or foot over rugged and unpredictable terrain, including steep roads, rivers, mountain passes, slippery slopes and rocks. We are aware of and accept the risks of the foregoing travel methods.

We also understand that due to the location and nature of some of the Camp's activities, cell phone coverage and other forms of communication may be unavailable and prompt medical attention and transport, including transport by ambulance, air and other emergency means, may be significantly delayed. We are aware of and accept the risks associated with these conditions and circumstances.

We understand, accept, and agree to assume that the above described risks may be created or caused by 1) the Camper's own actions, inactions, or negligence, 2) the actions, inactions or negligence of other campers, 3) conditions under which certain Camp and program activities take place, and/or the acts or inactions of the "RELEASEES" identified below. We further understand, accept and agree to assume that these risks involve risks and dangers ranging from minor injuries, such as scrapes and bruises, to serious or catastrophic bodily injury, including permanent disability, emotional and physical trauma, paralysis, and the possibility of death.

"WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes."

#### **RELEASE OF ALL CLAIMS**

We, the undersigned Parents/Guardians, individually, collectively and on behalf of the Camper, do hereby release Camp High Rocks, Inc. and its/(their respective) officers, directors, shareholders, administrators, agents, employees, staff, and/or volunteers (collectively "RELEASEES"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, SUITS, OR DAMAGES ARISING FROM, IN WHOLE OR IN PART, THE CAMPER'S PARTICIPATION AT CAMP HIGH ROCKS, INCLUDING ANY AND ALL CLAIMS ALLEGED FOR PERSONAL INJURY, WRONGFUL DEATH, EMOTIONAL DISTRESS and/or CLAIMS ARISING FROM RESCUE, EMERGENCY RESPONSE OPERATIONS, and/or ANY MEDICAL CARE PROVIDED TO THE CAMPER WHILE ATTENDING CAMP HIGH ROCKS.

#### **PARENTAL INDEMNIFICATION**

WE FURTHER AGREE AND PROMISE, JOINTLY AND SEVERALLY, TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH AND ALL OF THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS AND/OR ANY OTHER LEGAL DISPUTE THAT IS BROUGHT BY OR ON BEHALF OF THE CAMPER FOR ANY CLAIMS ARISING OUT OF THE CAMPER'S PARTICIPATION AT CAMP HIGH ROCKS.

#### **RIGHT TO REFUSE AND EXPEL**

We understand and agree that Camp High Rocks reserves and retains the right, at its sole discretion, to cancel, reject, and/or refuse the application, admission and/or participation of the Camper from Camp High Rocks and/or any of its programs and that the Camp can exercise this right at any time, including expelling the Camper while attending and/or participating in the Camp's programs. We further understand that in the event the Camp exercises this right, it may, at its sole discretion, retain or refund any and all deposits, fees, tuition, or other moneys paid for the Camper to attend Camp High Rocks.

#### **FORUM SELECTION AND CHOICE OF LAW**

We agree that any legal dispute between Camp High Rocks, Inc., or any of the other above described RELEASEES arising out of this agreement or the Camper's participation at Camp High Rocks shall be governed by the substantive laws of the State of North Carolina and that any such dispute shall only be filed or brought in Transylvania County, North Carolina.

#### **CABIN PLACEMENT POLICY**

We understand and agree that Camp High Rocks reserves the right to place each camper in the cabin the Camp feels is best. While careful consideration is given to each cabin request, the final decision rests with the Camp. The

Camp tries to arrange cabins so that no more than two boys from the same area are placed together. We agree to support the final decision of the Camp in their cabin assignment for the Camper.

**AUTHORIZATION FOR USE OF PHOTOGRAPHS/VIDEO:** We understand and agree that the Camper may be photographed and/or video recorded while participating at Camp High Rocks. We hereby authorize Camp High Rocks to use any photographs, videotapes, motion picture recordings or any other record of the Camper for publicity, advertising or for any other legitimate purpose.

**INTEGRATION**

We understand and agree that this Agreement is a fully integrated contract and supersedes any oral and/or written expressions by Camp High Rocks whether given directly or indirectly, to us about the Camper's experience and participation at Camp High Rock.

**AUTHORIZATION**

**I, the undersigned Parents/Guardians, state affirmatively that I have legal custody over the Camper, a minor child, and have complete authority to sign this Agreement on the Camper's behalf. If only one parent or guardian is signing below, my consent and agreement to the terms hereof binds the other parent of the Camper and/or any other guardian who may also have authority to make such agreements.**

Print Name: \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PLEASE READ AND SIGN THE NEXT PAGE**

## CAMP HIGH ROCKS MEDICAL

### RELEASE AND DISCLOSURE

Camper's Name: \_\_\_\_\_  
Last First Middle Initial

Birth Date: \_\_\_\_\_

*If for religious reasons you cannot sign this section, contact the camp for a legal waiver, which must be signed for camp attendance.*

The health history for the Camper submitted in the *Camper Medical Information* is correct and complete. The Camper has permission to engage in all Camp activities except as noted on that form.

I hereby give permission to and authorize the Camp to provide, seek, and consent to routine health care, administration of prescribed medications, and emergency treatment for the Camper, as may be necessary, including, but not limited to, x-rays, routine tests, emergency transportation, and treatment, and/or hospitalization. I also give permission to and authorize the Camp to arrange and/or provide related transportation for the Camper. I agree to the release of any and all records necessary for treatment, referral, billing, or insurance purposes relating to the Camper.

It is my intention that the Camp be treated as acting *in loco parentis* for the Camper, who is a minor child. Further, it is my intention that the appropriate representatives of the Camp be treated as "personal representatives" for the purposes of disclosing protected health information pursuant to the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996. I hereby agree (pursuant to 45 CFR § 164.510(b)) to the disclosure to Camp representatives of the protected health information of the Camper, as necessary: (i) to provide relevant information to the Camp representatives related to the Camper's ability to participate in Camp activities; and (ii) to provide relevant information to the Camp representatives to keep me informed of the Camper's health status.

In the event I cannot be reached in an emergency, I hereby give permission to and authorize any medical care provider attending to the Camper to secure and administer treatment, including hospitalization, surgery and anesthesia for the Camper as may be medically required..

This completed form may be photocopied for trips out of camp.

**Print Name:** \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_