Minor Participants in St. Thomas More Center

PERMISSION, RELEASE, AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of the ability of ______to participate in Saint Thomas More Camp (the "Camp"), each of the undersigned for himself/herself, his/her personal representatives, heirs, and next of kin:

- 1. Acknowledges, agrees, and represents that he/she is a parent or legal guardian of the Camper.
- 1. Acknowledges, agrees and represents that he/she gives permission for the Camper to participate in all aspects of the Camp.
- 1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Saint Thomas More, its employees, instructors, or agents, or other owners or lessees of the premises and equipment used in the Camp and others who give recommendations, directions or instructions or engage in risk evaluation, loss control or insurance activities regarding the premises, equipment or any activity associated with the Camp, and each of them, their directors, officers, agents and employees, all for the purposes herein referred to as "Releases," FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE MINOR IDENTIFIED ABOVE OR PROPERTY OR RESULTING IN DEATH OF THE MINOR IDENTIFIED ABOVE ARISING OUT OF OR RELATED TO USE OF AND/OR PARTICIPATION IN THE CAMP, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the above-named minor's participation in the Camp, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 1. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Camper's participation in the Camp, WHETHER CAUSED BY THE NEGLIGENCE OR RELEASES OR OTHERWISE.
- 1. HEREBY acknowledges the Camper's participation in the Camp may be dangerous and involve the risk of serious injury and/or death and/or property damage. He/she acknowledges the Camper is voluntarily participating in the Camp with the undersigned's full knowledge of the dangers involved, and the undersigned hereby agrees to accept ANY AND ALL RISKS of property damage, personal injury, and/or death arising out of or related to the Camper's participation in the Camp, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. He/she also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES and hereby agrees to accept ANY AND ALL RISKS of property damage, personal injury, and/or death arising out of or related to such rescue operations or procedures of the releases.

- 1. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to ALL NEGLIGENT ACTS by the Releases, and is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- HEREBY agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of related to any loss of consortium claim brought by his/her spouse and/or children brought as a result of or related to the Camp, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. The undersigned specifically recognizes and agrees that loss and cost described in this paragraph includes reasonable attorney's fees, expert expenses and litigation costs incurred in the defense of any loss of consortium claim identified above.
- 1. HEREBY agrees that in the event the Camper sustains any injury or illness in connection with the Camp the undersigned hereby authorizes first aid, medicine, medical treatment or surgery deemed necessary.
- 1. HEREBY consents to allow any pictures, videos and or voice likenesses of the Camper to appear in any document or promotional materials of Saint Thomas More Camp without any compensation to the undersigned.

I CERTIFY THAT I HAVE READ THIS PERMISSION, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

I CERTIFY THAT I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT.

I AM OF LEGAL AGE AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT MY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature of Parent of Guardian

Date