

## **ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS** *Please read carefully and sign below.*

Western Washington University is pleased to offer to the community an opportunity for children to experience high quality recreational experiences in a national award-winning recreation facility through the summer Western Kids Camp. The University is committed to providing a positive experience and highly qualified, trained staff knowledgeable in the instruction and supervision of children in various activities offered through the Wade King Student Recreation Center.

Inherent in such activities is also the possible risk if injury. We ask that you read and sign the following Hold Harmless Agreement as part of our registration process.

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Child's Name (Please Print)

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Today's Date

### **Acknowledgement of Risk:**

I hereby acknowledge that I have voluntarily chosen to allow my child to attend Western Kids Camp at Western Washington University's Wade King Student Recreation Center. The activities for which my child may participate at Western Kids Camp include, but are not limited to, Kayaking, Movies, Aerobic Classes, Fitness Classes, Martial Arts Classes, Intramural Sports, Climbing Wall, Open Recreation, Personal Training, Weight Training, Cardiovascular Training, Aquatic Activities and other special events (hereinafter called "Kids Camp Activity" or Kids Camp Activities").

I understand the risks involved in Kids Camp Activities. I recognize that each Kids Camp Activity involves risk of injury to my child and I agree to accept any and all risks associated with it, including but not limited to property damage or loss, minor bodily injury, serious bodily injury or death. I further recognize that my child's participation in Kids Camp Activities may lead to minor or serious body injury to head, neck and back; and possible injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the musculoskeletal system; injury to internal organs; and injury or impairment to other aspects of the body, general health, and well-being. I understand the danger and risk of allowing my child to participate in Kids Camp Activities may not only result in body injury, but also in impairment of my child's future abilities to earn a living; to engage in other business, social, and recreational activities; and generally to enjoy life. I also understand that my child's participation in Kids Camp Activities involve risks incidental thereto including but not limited to, travel to and from Kids Camp Activities; limited availability of immediate medical assistance; and the possible negligent or reckless conduct of other children. By voluntarily allowing my child to participate in Kids Camp Activities and with the knowledge of the risks involved, and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

I further recognize that the risks to my child mentioned above may arise from, but are not limited to, the following circumstances:

- Climbing Wall - falls, equipment failure, bad decision making, poor technique, inattentive belayers, holds that have become loose or damaged by other climbers or from other unforeseeable circumstances, failure to follow rules, and failure to use belay.
- Aquatic Activities - drowning, slip and fall, striking stationary objects, administration of first aid, failure to follow rules, and reckless conduct of other participants.
- Games/Sports - physical contact with participants, surfaces, equipment, equipment failure, reckless conduct with other players, and failure to follow rules.
- Tennis - physical contact with surfaces/fences, slips and falls, balls, failure to follow rules and reckless conduct of other participants.
- Kayaking - drowning, failure to follow rules, poor technique, and reckless conduct of other participants.
- Hiking - falls, uncontrollable natural elements, reckless conduct, failure to follow rules, physical contact with surfaces, and bad decision making.
- Archery - reckless conduct, failure to follow rules, and contact with bows, arrows and targets.
- Crafts - cuts, burns reckless conduct, failure to follow rules, falling objects and contact with surfaces.

I understand there are other risks to my child that are not described above, not known to me now or not reasonably foreseeable at this time that are associated with the Kids Camp Activities. However, I acknowledge and accept those risks as well.

I hereby give permission to the agents of WWU to transport my child on scheduled field trips, including those that will cross the U.S.—Canadian border.

**Hold Harmless:**

In consideration of allowing my child to participate in Western Kids Camp and to the fullest extent permitted by law, I agree to hold harmless WWU, its officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from my child's participation in Western Kids Camp. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, I hereby voluntarily hold harmless WWU, its trustees, officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by my child, me, my family, estate, heirs or assigns.

I hereby expressly agree to hold harmless WWU, its officers, directors, employees, agents, volunteers and assigns for any claim arising out of or incident to my child's participation in Western Kids Camp, unless caused by the direct and sole negligence of willful misconduct of WWU.

**Consent to Arrange Emergency Treatment and Transportation:**

I understand and acknowledge that on rare occasions an emergency may develop which necessitates emergency medical transport and/or the administration of medical care, dental care, hospitalization or surgery to my child. Therefore, in even of injury or illness to my child which necessitates emergency medical transport or emergency medical care or dental care, I hereby authorize WWU, its staff in charge of Western Kids Camp, to arrange any necessary emergency transport or treatment including the administration of anesthetics and surgery to my child. In the event of injury that does not necessitate emergency medical care, I understand that WWU does not have facilities for the care of ill children.

**Medical, Dental, Health and Insurance Responsibilities:**

I understand and acknowledge that WWU cannot assume responsibility for determining the medical, dental or health condition of my child. Therefore, I have consulted with a medical doctor and/or dentist, as I have deemed necessary, with regards to my child's individual medical or dental issues of needs, and find my child physically and mentally fit to participate in Western Kids Camp. If my child is required to receive medical, dental or hospital services during Western Kids Camp, I am aware that WWU cannot and does not assume legal responsibility for payment of such costs; rather, I hereby assure WWU that I have assumed all risk and responsibility thereof and that my child has the necessary insurance to meet any and all needs for payment of these services during Western Kids Camp.

I understand that WWU does not have facilities for the care of ill children. I agree to keep myself readily accessible to pick up my child immediately when notified by WWU that my child is ill and can no longer participate in Western Kids Camp.

**I have read and understand this Acknowledgement of Risk and Hold Harmless, Consent to Arrange Emergency Treatment and Transportation and Medical, Dental, Health and Insurance Responsibilities.**

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Signature of Parent/Guardian of Child Listed Above

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Today's Date

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Name of Parent/Guardian (Please Print)