

# **CAMP SHI'INI LIABILITY RELEASE AND MEDICAL FORM AGREEMENT AND RELEASE FROM LIABILITY**

This Contract is made by and between Camp Shi'ini, a California corporation, and the undersigned parents / legal guardians ("I", "me" or "my" includes plural "we", "us" or "our", or the "undersigned") on behalf of myself (includes plural) and my Child ("Child", includes plural) participating in the Camp Shi'ini. The term "Camp Shi'ini" or "Released Parties" used in this form shall include the directors, officers, employees, staff, volunteers, agents and associates of the corporation stated above. Camp Shi'ini also refers to the summer camp itself as used in the appropriate context.

- 1.** I acknowledge that I have voluntarily applied to enroll my Child in the summer camp of Camp Shi'ini, including all related activities
- 2.** I represent that I am the legal guardian of Child, and that I have full authority to sign this document on behalf of myself and my Child.
- 3.** I am familiar with the activities offered, including, but not limited to those described in this form. I expressly give permission for my Child to participate in the activities and I represent my Child is in sufficiently good condition to fully participate without jeopardizing his/her health. If my Child must return home for any reason, it shall be at my expense.
- 4.** I recognize Camp Shi'ini is not obligated to attend to any of my Child's medical or medication needs, and I assume all risk and responsibility therefor. In case a medical/dental need arises while my Child is in Camp Shi'ini's custody, I authorize in advance a Camp Shi'ini representative to secure treatment, assistance or hospitalization. Accordingly, Camp Shi'ini may take any actions it considers to be warranted under the circumstances regarding my Child's health and safety after a reasonable attempt to contact me. I agree to pay all expenses relating thereto and release Camp Shi'ini from any liability therefor.
- 5.** Assumption of Risk. I understand that the activities of Camp Shi'ini, are inherently dangerous and risky, and such activities pose numerous dangers to children and others. I understand and acknowledge these risks and dangers, and represent my Child is physically and mentally able to participate in the Camp Shi'ini. I assume on behalf of myself and my Child and accept all risks associated with or related to the Camp and any loss, injury or damage that may result from participation in Camp Shi'ini and related activities. I understand and agree that Camp Shi'ini does not provide insurance to cover its activities for the children and I agree that I will obtain my own insurance coverage.
- 6.** As consideration for the above named Child being allowed to participate in Camp Shi'ini, and on behalf of the Releasing Parties defined below the undersigned hereby agrees on behalf of myself and Child, (collectively the "Releasing Parties") to expressly, absolutely and forever discharge, waive and release, to the fullest extent permitted by law, Camp Shi'ini, its affiliates, members, officers, directors, employees, agents representatives, successors and assigns (collectively the "Released Parties") of and from and against any and all losses, injuries, damages, claims, costs, liability, expenses, actions and causes of action, of every nature, character and description whatsoever, whether foreseen or unforeseen, including, without limitation, personal injury, property damage, property loss, and wrongful death (collectively "Claims"), which the Releasing Parties may now have or may in the future have against the Released Parties, arising out of, related to, or in connection with the Camp Shi'ini and all the activities related or as a consequence thereto. This includes but is not limited to any claims caused or incurred by my Child or me. The undersigned agrees not to sue the Released Parties if the Releasing Parties experience any injury, death, loss or damage, sickness or other liability or loss or damage, due to participation in Camp Shi'ini and its related activities and/or as a

consequence of said activities. In any action arising from a breach of this covenant not to sue, the prevailing party shall receive their attorneys' fees. The undersigned expressly and knowingly waives all rights which they might have under California Civil Code section 1542 which provides that: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor."*

7. The Releasing Parties agree to defend, indemnify, and hold the Released Parties harmless, from and against, any and all liabilities, losses, or damages, fees, costs or expenses, including, but not limited to attorneys fees, howsoever the same may be caused due to any cause of action, claim, proceeding, allegation, settlement, demand, from any person or party, based on the Child's participation in Camp Shi'ini and its related activities.

8. This release and indemnity shall bind my/our heirs and assigns.

9. I consent to myself, and/or my Child, being used in any video images, photographs, websites, audio recordings, or other likenesses, in combination or alone, in any broadcast, telecast, print medium, advertising, promotion or other account for Camp Shi'ini's use.

10. In understand and agree that my Child may be expelled from the Camp Shi'ini for not obeying the rules and there will be no refund of any fees paid.

11. Severability, Waiver and Survival of Obligations. If any provision in this Agreement is determined to be void or unenforceable, such determination shall not affect the validity of any other provision. All obligations hereunder shall survive the termination of this Agreement. No failure to exercise or delay in exercising on the part of Camp Shi'ini of any right provided by this Agreement or at law shall operate as a waiver thereof.

12. The undersigned hereby represents and warrants that the undersigned is one of the parents of the above named minor participants and or the duly appointed legal guardian of such minor(s) and that the undersigned has full authority to sign this release for and on behalf of the minor.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AND SIGN IT OF MY OWN FREE WIL. I ALSO UNDERSTAND THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD. THE UNDERSIGNED'S SIGNATURE CONSTITUTES EXPRESSION OF THE UNDERSIGNED'S UNDERSTANDING AND CONSENT TO THE TOTAL AND UNCONDITIONAL RELEASE SET OUT IN THIS AGREEMENT ON BEHALF OF THE UNDERSIGNED AND SUCH MINOR CHILD.**

I accept all terms stated above.

Parent/Guardian Name: \_\_\_\_\_ Child: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL CAMP SHI'INI RULES

Failure to obey these rules will result in expulsion from the activities either temporarily or permanently at the sole discretion of the Camp Shi'ini.

- Must have a signed Release Form on file.
- No foul language or fighting.
- No theft.
- Be respectful of others.
- Any other reasonable rules given by Camp Shi'ini during camp.

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## ACTIVITIES / PROGRAMS

- Horseback Riding
- Fishing / Canoeing
- Archery
- Swimming / Beach Activities
- Hiking
- Indian Crafts
- Treasure Hunt
- Teepee Building
- Sports / Athletics

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## RISKS INCLUDE BUT ARE NOT LIMITED TO:

- Broken bones or limbs.
- Cuts, scrapes, bumps, bruises or lacerations.
- Falling or tripping from heights or otherwise.
- Swimming accidents including the possibility of drowning.
- Poison Ivy, Oak and other toxic plants, shrubs or trees.
- Wild animals.
- Illness, disease or infection.
- Being struck by wayward balls or other sporting objects.
- Physically strenuous activity.
- Unforeseen or unknown risks and hazards not described in this list.

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## EMERGENCY MEDICAL INFORMATION

Child's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City, Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cellular Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Last Tetanus/Toxoid Booster Shot: \_\_\_\_\_ Allergies: \_\_\_\_\_

Special medications or needs: \_\_\_\_\_

In an Emergency, notify: \_\_\_\_\_ Emergency Phone #: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Group or Policy #: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# ABBY'S PARTY PONIES

13423 CURTIS & KING RD

NORWALK, CA 90650

562-794-7229

LAPONIES@VERIZON.NET



## **THIS IS A RELEASE OF LIABILITY** **READ BEFORE SIGNING**

- 1) Upon my acceptance of the horse(s) and equipment on such terms as I or my club arrange, I acknowledge that in horseback riding lessons and club related, horse involved activities, the use, handling and riding of a horse involves inherent risk of physical injury to any individual undertaking such activities.
- 2) I acknowledge and I realize that a horse, irrespective of its training, usual or past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright. I am aware of the various INHERENT RISKS in handling, caring for and/or riding horses, both as it related to human conduct and the conduct of horses.
- 3) I EXPRESSLY ASSUME SUCH RISK OF INJURY AND/OR PROPERTY DAMAGE AND WAVE ANY CLAIM I may have against ABBY'S PARTY PONIES, its agents, employees, or instructors; which may be caused by the conduct, actions, or presence of any persons, other animals in conjunction with ABBY'S PARTY PONIES, that may result in any physical or property damage of injury while engaged in any activity involving aforementioned company and horses/ponies.
- 4) I acknowledge that the assignment of the horse/pony, checking tack, adjusting stirrups and supervision of the activity is the responsibility of Camp Shi'ini agents.
- 5) I further agree to hold ABBY'S PARTY PONIES harmless of any physical injury to others or for property damage resulting from the use of the horses/ponies.
- 6) If my child is involved in an accident while riding, caring for or any other activity while around ABBY'S PARTY PONIES and suffer an injury which requires medical attention. I hereby authorize Camp Shi'ini to execute any necessary medical and/or hospital release forms so as to allow my child to receive proper medical attention.
- 7) This agreement is made binding upon my heirs and assigns.

**I EXPRESSLY ACKNOWLEDGE HAVING READ, UNDERSTOOD, AGREE TO AND RECEIVED A COPY OF THIS AGREEMENT.**

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Child: \_\_\_\_\_

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

**Pasadena City College**  
**Extended Learning**



**RELEASE FORM**  
**SUMMER SWIM PROGRAM**

Upon admission to the pool, I agree to follow the posted rules and the direction of the Pasadena City College Pool management, including but not limited to the Aquatic Director, Lifeguards, and Instructors.

**RELEASE**

I agree to release Pasadena City College and any instructors and assistants from any liability arising from my, or my child's, participation in the Summer Swim Program. I understand the college does not provide health or medical insurance for participants. In the event of illness or injury, I do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed by or under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services. This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of the State of California and is effective unless revoked in writing.

**MISCELLANEOUS**

This waiver and release shall be constructed in accordance with and subject to the laws of the state of California. If any paragraph, section, sentence, clause or phrase contained in the waiver and release becomes or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this waiver and release shall not be affected thereby.

Student Name: \_\_\_\_\_

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

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**Please complete if student is under 18 years of age.**

I grant approval for my child to participate in Pasadena City College's Summer Swim Program.

Student Name: \_\_\_\_\_ Age: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Name and Phone of additional person who may be contacted in case of emergency:

\_\_\_\_\_

**PLEASE RETURN THIS COMPLETED FORM TO THE SWIM PROGRAM PERSONNEL ON THE FIRST DAY OF CLASS.**