

## **HOLT CAMP LIABILITY RELEASE -- 2009**

In consideration of the person or persons named below (hereinafter referred to as "PARTICIPANT") being allowed to participate as a camper, volunteer counselor, or staff member in Holt Camp during the 2009 season, sponsored by Holt International Children's Services, Inc. ("Holt"), the undersigned acknowledges and agrees to the following provisions of this release.

1. Holt is hereby released and held harmless from any and all liability, claims, or demands for damages arising out of any personal injury, bodily injury, sickness, death, loss of property, property damage, or any other costs or expenses incurred during the course of, as the result of, or in any way connected with PARTICIPANT's participation in Holt Camp, whether such damages, costs, or expenses may arise out of the negligence or carelessness of Holt or otherwise.

2. Holt is further released from any claim whatsoever on account of first aid, treatment, or other emergency medical or dental service rendered to or on behalf of PARTICIPANT during participation in Holt Camp. The undersigned agrees to pay all charges for such emergency treatment and to indemnify and hold Holt harmless therefrom. The undersigned further agrees that the rendering of any medical or other services to PARTICIPANT by, or at the instance of, Holt or any of the persons or entities described in paragraph 3, below, does not constitute a waiver or an admission of liability to provide or to continue to provide any such services.

3. This release extends to and includes all past, present, and future directors, employees, agents, principals, contractors, representatives, successors, assignees, sponsors, volunteers, associates, affiliates, subsidiary companies, attorneys, and insurers of Holt; to all other persons and entities subject to liability derived from the conduct of Holt; and to any vicarious liability of Holt based on the conduct of any other person or entity.

4. This release is binding upon the family, estate, heirs, representatives, successors, assigns, officers, agents, and employees of PARTICIPANT and the undersigned.

5. The undersigned acknowledges and is aware that Holt Camp may include activities such as swimming, horseback riding, archery, rock wall climbing, and go-carting, and that while such activities will be supervised at all reasonable times, participation in Holt Camp may involve risks of physical harm, foreseen and unforeseen. The undersigned acknowledges that participation in Holt Camp is voluntary, and agrees to assume all risks in connection with PARTICIPANT's participation in Holt Camp, whether such risks are foreseen or unforeseen.

6. PARTICIPANT has had a recent medical examination, and the undersigned has good reason to believe that PARTICIPANT is physically fit and capable to participate in Holt Camp. The undersigned assumes the responsibility of fitness and capability of PARTICIPANT to participate in Holt Camp.

7. The undersigned understands that Holt provides no medical care insurance coverage for PARTICIPANT's participation in Holt Camp, and that the undersigned is solely responsible for arranging and paying for any such insurance coverage.

8. The undersigned further agrees to indemnify and hold harmless Holt and all persons or entities described in paragraph 3, above, from any loss, liability, damage, expense, or cost Holt, such persons or entities, might incur as the result of PARTICIPANT's participation in Holt Camp.

9. The undersigned expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of Oregon, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This document is to be governed by, construed, and enforced in accordance with the laws of Oregon.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND HOLT AND/OR ITS AFFILIATED ORGANIZATIONS. I SIGN THIS DOCUMENT VOLUNTARILY, OF MY FREE WILL. IN DOING SO, I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS OTHER THAN THOSE THAT APPEAR IN WRITING IN THIS RELEASE.

**Printed Name(s) of Participants:** (This form must have the printed names of Participants)

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**IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, THE FOLLOWING MUST BE SIGNED BY A PARENT OR GUARDIAN**

I represent that I am the legal parent or guardian of the PARTICIPANT(S) named above. I hereby give my permission for such person to participate in Holt Camp under the terms of this agreement. In consideration of PARTICIPANT(S) being allowed to participate in Holt Camp, I agree, individually and on behalf of my child or ward, to the terms of the above agreement and release of liability.

\_\_\_\_\_  
Date                      Signature and Printed Name of Parent or Guardian

State of \_\_\_\_\_ )ss.  
County of \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public for State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_