



Lake Retreat Camp | 425.432.4293 | info@lakeretreat.org | 27850 Retreat Kanaskat Rd SE, Ravensdale, WA 98051

Release and Waiver of Claims

Lake Retreat Camp and Conference Center, a Washington nonprofit corporation (*Lake Retreat*) owns property located at 27850 Retreat Kanaskat Rd SE, Ravensdale, WA 98051 (*Premises*). The Premises includes a lake, streams, ponds, trails, flora and fauna, and other natural features. At the Premises, Lake Retreat operates Camp Facilities (defined below). In exchange for limited access to the Premises and the Camp Facilities, I agree the following information about the Participant is accurate and I agree to the terms of this Release and Waiver of Claims (*Waiver*). If Participant is 18 years or older, then "I," "my," "me," or similar terms refers to Participant. If Participant is under 18 years of age, then "I," "my," "me," or similar terms refers to the Participant's parents or legal guardians (*Parents*).

Name of participant: _____ (Participant) Birth date: _____
First Middle Last

Address: _____ Phone Number: (____) _____
Street Address City State Zip Code

Email: _____ Church or Organization Name: _____ (Sponsor)

Emergency Contact Name: _____ Emergency Contact Phone Number: (____) _____

1. Onsite Activities.

- 1.1. Lake Retreat has rented its Camp Facilities and permits limited access to the Premises to Sponsor as outlined in the Facilities Use Agreement between Lake Retreat and Sponsor (*Use Period*). During the Use Period, Lake Retreat may provide lodging, meals and access to facilities, grounds and recreation, as required by its agreement with Sponsor.
- 1.2. If requested by Sponsor, Lake Retreat offers certain camp activities on the Premises, some of which are supervised by a Lake Retreat employee. The following are *Lake Retreat Activities*: axe throwing, the high ropes adventure course, and Lake Retreat-sponsored water activities including boating, swimming, high dives, low dives, and various inflatable water equipment.
- 1.3. Sponsor provides and is responsible for all activities and programs conducted on Premises or using any Camp Facilities except Lake Retreat Activities (*Sponsor Activities*). Lake Retreat does not organize or supervise any Sponsor Activities. Lake Retreat will supervise or monitor only Lake Retreat Activities. Lake Retreat is not responsible for any Sponsor Activities.
- 1.4. *Camp Facilities* means the lodging and dining facilities; sports facilities; recreational facilities; playgrounds; sports fields; Lake Retreat's canoes, boats, kayaks, and other watercraft; other Lake Retreat personal property (for example, life vests) made available to Participant or Sponsor; and all other structures and improvements on the Premises (including the Gaga pit and high ropes adventure course).

2. **Voluntary Participation.** Participant's involvement in any Lake Retreat Activities or Sponsor Activities, and Participant's use of any Camp Facilities or any part of the Premises is entirely voluntary. I will permit the Participant to participate only in those Lake Retreat Activities and Sponsor Activities in which I believe the Participant is fit enough to participate. I will ensure Participant only uses those parts of the Premises, including Camp Facilities, that the Participant is fit enough to use.

3. **Assumption of Risk.** Although Lake Retreat desires to provide a safe environment for all Participants, I acknowledge I understand accidents and injuries can occur. I understand and knowingly assume all the risks and dangers involved in Participant's use of Camp Facilities or Premises, or participating in any Lake Retreat Activities or Sponsor Activities (for which Lake Retreat takes no responsibility). I understand those risks, including the following risks:

- 3.1. Death or minor or serious personal injuries, including blisters, bruises, cuts, muscle strain and tears, tendonitis, joint injuries, paralysis, brain damage, concussion, loss of vision or limb function, drowning, dismemberment, injuries as a result of being struck by an axe, permanent scarring, and disability;
- 3.2. Contracting infectious diseases through any means, including viruses, bacteria, parasites, or fungi, including COVID-19, influenza, hepatitis, food poisoning, HIV, pneumonia, E. coli, salmonella, norovirus, giardia, and others;
- 3.3. Loss or damage to personal property;
- 3.4. Encounters with and injuries inflicted by domestic or wild animals; and
- 3.5. Slips, trips, or falls; collisions with objects or persons; accidents; negligent first aid; and inadequate supervision.

4. **Changes to Camp Activities and Right to Limit Participation.** Lake Retreat may add to, remove, or modify the available Lake Retreat Activities at any time, in its sole discretion. Lake Retreat may limit who may participate in any Lake Retreat Activities and may set requirements for participating in any Lake Retreat Activities. Sponsor, in its sole discretion, may determine who may participate in Sponsor Activities, and may set requirements for participating in Sponsor Activities. If any dispute arises regarding participation in any Lake Retreat Activities, Lake Retreat's decision is final.

5. **Camp Rules.** A copy of Lake Retreat's camp rules is available online at <https://www.lakeretreat.org/camp-rules/> (*Camp Rules*). I have reviewed the Camp Rules and will ensure Participant follows all Camp Rules. I will ensure Participant also follows all additional rules imposed or instructions provided by Lake Retreat at any time, including all oral instructions from Lake Retreat staff or employees.

6. **Restrictions on Certain Camp Facilities and Activities and Use of Premises.** Lake Retreat restricts the access to and use of certain parts of the Premises and Camp Facilities and limits participation in Lake Retreat Activities to certain times and certain conditions, in its sole discretion. I will ensure Participant complies with all restrictions on the use of the Premises and Camp Facilities and participation in Lake Retreat Activities, including the following non-exclusive list of restrictions:

- 6.1. Participant may only wade or swim in the lake when a Lake Retreat lifeguard is present, and during designated hours.
- 6.2. Participant may only use a boat, kayak or other watercraft on the lake when a Lake Retreat lifeguard is present, and during designated hours. Participant must at all times wear a life jacket when using a boat, kayak or other watercraft or inflatable equipment on the lake.
- 6.3. Participant will not access the stream or ponds on the Premises, under any conditions.
- 6.4. Participant will not engage in any Lake Retreat Activity without the permission and presence of a Lake Retreat staff person authorized to supervise the activity. Participant is responsible for any injuries or claims arising out of Participant's engaging in Lake Retreat Activities without a Lake Retreat staff person present.

7. **Medical Consent.** I grant Lake Retreat permission to call 911 for emergency medical aid or to take Participant to a health care provider or hospital for medical treatment, or both, if Lake Retreat or any of its staff believe Participant sustained an injury, or otherwise requires medical treatment. I also give consent to any health care provider or emergency aid responder to administer drugs and perform any medical treatment that the health care provider or responder determines appropriate for the relief of pain or to preserve Participant's life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on Participant's behalf. I will fully and immediately reimburse Lake Retreat for any of those expenses that Lake Retreat chooses to advance, in its sole discretion. Lake Retreat has no obligation to advance any expenses on Participant's behalf.

8. **Waiver and Release of Claims.**

8.1. **Definitions.**

- A. **Claims** means all claims, damages, fees (including attorney fees), costs, expenses, and other liabilities, whether known or unknown, and whether existing now or arising in the future.
- B. **Lake Retreat Releasees** means Lake Retreat and its former, current, and future directors, officers, overseers, employees, volunteers, contractors, members, and agents, and includes the Columbia Baptist Conference (d/b/a Converge Northwest) and its former, current, and future directors, officers, trustees, employees, volunteers, contractors, members, and agents.

8.2. **Waiver and Release of Claims.** To the full extent permitted by law, I release and waive all Claims that Participant or I may have against any Lake Retreat Releasee now or in the future related to or arising from participation in any Lake Retreat Activity or Sponsor Activity, or Participant's or my presence on or use of the Premises or use of the Camp Facilities, including for lodging and meals. This Waiver is binding on Participant, me, and any other person who asserts any Claim through or on my behalf or on behalf of Participant. This Waiver does not apply to any Claim against a particular Lake Retreat Releasee to the extent the Claim is caused by or arises from the gross negligence or intentional misconduct of that particular Lake Retreat Releasee. This Waiver continues to apply in full force to all other Claims against all other Lake Retreat Releasees. This Waiver is in partial consideration of Participant being permitted to enter into and use the Premises and Camp Facilities and to participate in any Lake Retreat Activities. **Please note that if Participant is 18 years old or older, then Participant and "I," "my," and "me" refer to me, the Participant. If Participant is younger than 18 years old, then Participant refers to my child and "I," "my," and "me" refer to Participant's Parents.**

9. **Indemnification and Defense.** Subject to the terms of this Waiver, and to the extent the waiver and release of Claims in *Section 8* is not effective in whole or in part, then I will indemnify and defend the Lake Retreat Releasees against all Claims that Participant, I, or anyone on Participant's behalf or my behalf, may assert against any Lake Retreat Releasee, including paying all attorney fees, costs, and other expenses. This obligation to indemnify and defend does not apply to any Claim against a particular Lake Retreat Releasee to the extent the Claim is caused by or arises from the gross negligence or intentional misconduct of that particular Lake Retreat Releasee. This obligation to indemnify and defend continues to apply to all other Claims against all other Lake Retreat Releasees. This obligation to indemnify and defend is in partial consideration for Participant being permitted to enter onto and use the Premises and Camp Facilities, and to participate in Lake Retreat Activities. **Please note that if Participant is 18 years old or older, then Participant and "I," "my," and "me" refer to me, the Participant. If Participant is younger than 18 years old, then Participant refers to my child and "I," "my," and "me" refer to Participant's Parents.**

10. **Publicity Release.** I understand Lake Retreat may sometimes take photograph or video and audio recordings of camp participants for advertising or other purposes. I grant Lake Retreat permission to record, photograph, reproduce, use, and publicly display the name, voice, photograph, or likeness of Participant, or other image or video or audio recording of Participant, for any communication, marketing, promotion, advertising, or other purposes that advances Lake Retreat's charitable mission (as determined by Lake Retreat, in its sole discretion), including use in Lake Retreat's programs, website, or social media. I also understand Lake Retreat may use Participant's name, voice, photograph, and likeness as permitted by law.

11. **Governing Law and Venue; Partial Invalidity.** This Waiver is governed by the laws of the State of Washington, except for its conflicts of law provisions. Venue for any arbitration related to this Waiver will be located in King County, Washington. If any part of this Waiver is held to be invalid, illegal, or unenforceable, the remainder of this Waiver will be enforced to the full extent permitted by law.

12. **Dispute Resolution.** Any dispute arising out of or related to this Waiver must be resolved by binding arbitration by a single arbitrator. The arbitration will be administered by Judicial Dispute Resolution, LLC, or another arbitrator if agreed to by me and Lake Retreat. The arbitrator will determine the rules applicable to any arbitration. Judgment on the arbitration award may be entered in any court having jurisdiction.

13. **Authority.** By signing below, I represent I have authority to enter into this Waiver on my own behalf, on behalf of Participant, and on behalf of anyone else who has legal rights regarding the Participant. If Participant is younger than 18 years old and if only one parent or legal guardian is signing below, then I represent I am the only parent or legal guardian of Participant with authority to sign this Waiver on behalf of Participant.

Please read carefully before signing. This Waiver contains an assumption of risk; release of claims; and indemnification obligations; consent to use Participant's name, voice, photograph, and likeness; and a medical consent.

Participant Signature: _____ Date: _____
 (If Participant is 18 years old or older, Participant must sign)

If Participant is younger than 18 years old, then Participant's Parents sign below:

Parent/Legal Guardian Signature: _____ Date: _____

Parent/Legal Guardian Signature: _____ Date: _____