

# Emmorton Recreation Council

## Participant Agreement and Release Form

Participant's Name \_\_\_\_\_ Program \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ Date of birth: \_\_\_/\_\_\_/\_\_\_\_\_ Gender: \_\_\_\_\_

Any physical/mental conditions, allergies that may be of concern to staff: \_\_\_\_\_

**Waiver:** In consideration of the services of the Emmorton Recreation Council Inc. and Harford County, their officers, agents, volunteers, EcoTech Camps, LLC, participants, directors, employees and all other persons or entities acting in any capacity on their behalf (hereafter collectively referenced as "ERC"), I hereby release and discharge ERC, on behalf of myself, my child, my heirs, assigns, personal representatives and estate as follows: I acknowledge that the program requested entails known and anticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, my child to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also acknowledge that there are risks to this activity are also unforeseeable. Furthermore, I understand and acknowledge that ERC seeks safety, but they are not liable. I expressly agree and promise to accept and assume all of these risks as well as unforeseeable risks that might occur and when I and / or my child are participating in this activity. My participation in this activity and or my child's participation in this activity is purely voluntary, and I elect to participate in spite of the risks, both known and unknown, foreseeable and unknown. I hereby voluntary release, forever discharge, and agree to indemnify and hold harmless ERC from any and all claims, demands, or causes of actions, which are in any way connected with my participation and / or my child's participation in this activity or my use and / or my child's use of ERC equipment, or own equipment, or ERC used facilities, including any such claims which allege negligent acts or omissions of ERC. Should ERC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless them for all such fees and costs. I certify that I have adequate personal insurance to cover any injury or damage I sustain and / or my child may sustain while participating, or else I agree to bear the costs of such injury or damage to myself and / or my child. I further certify that I have no medical or physical conditions and / or my child has no medical or physical conditions which could interfere with participation in this activity, or else I am willing to assume, and bear the costs of all risks that may be created, directly or indirectly, by my condition or my child's condition. By signing this document and or registering in this program, I acknowledge that if I or my child sustains an injury and / or property damage during my or my child's participation in this activity, I may be found by a court of law to have waived my right, my spouse's right, and my child's right to maintain a lawsuit or claim against ERC because I have intended to release them by signing this document and or registering in this program. I have had sufficient opportunity to read this entire document and I understand it. In consideration of my child being permitted by ERC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless from any and all claims which are brought by and / or on behalf of Minor, by any entity, and which are in any way connected with such use or participation by Minor in the ERC activities. I also agree to all the terms and conditions of this entire agreement on behalf of my minor child I further agree to be bound by its terms.

**Participant Agreement:** Parent/participant also acknowledges and agrees: (1) to respect the leaders, teachers, chaperones, and counselors and abide by his/her decisions for the group, (2) to obey rules of various centers, museums, parks and destinations upon entry to them, (3) to permit the participant's/my child's likeness (ie. photos) and/or name in advertisements and literature and/or to be posted on the website for the above program; (4) return any borrowed equipment when notified to do so, the failure of which may result in charges for its replacement.

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Parent/Guardian's signature

\_\_\_\_\_  
Date