

# LIABILITY WAIVER

Camp Eden Wood

I, the undersigned, on my own behalf and/or as the parent/guardian of the minor so named (the "Participant"), hereby agree to the following:

COMPLETE WAIVER, RELEASE, AND COVENANT NOT TO SUE. In consideration of True Friends permitting the Participant to be present upon and use the facility commonly known as Camp Eden Wood, 6530 Indian Chief Rd., Eden Prairie, MN 55346 (the "Facility"), and/or participate in the Activities (as defined below) I, on my own behalf and on behalf of Participant if a minor, hereby waive liability on the part of, discharge and agree not to sue or to execute upon any judgment against, and release True Friends, its employees, representatives, directors, instructors, successors, or assigns (collectively, "True Friends"), from any and all liability, loss, injury, death, damages, costs, expenses, including costs and attorneys' fees, causes of action, and claims of any kind or type, which may have arisen, or may arise, while the Participant is present upon or using the Facility and/or participating in the Activities, except to the extent any claims arise out of or are the result of the grossly negligent or intentionally wrongful acts or omissions of True Friends.

**ASSUMPTION OF RISK.** I am fully aware that there may be risks and hazards associated with being present upon and using the Facility, and I, or the Participant, elect to voluntarily be present upon and use the Facility knowing that there may be risks or hazards. I further understand that while present upon the Facility, I or the Participant may voluntarily participate in activities offered by True Friends, which activities may include, but are not limited to, a challenge course, zip line course, golf cart operation, and waterfront and/or aquatic center use (each an "Activity" and collectively, "Activities"). I acknowledge and agree, on my own behalf and on behalf of the Participant, that the Activities are inherently dangerous and subject the Participant to physical exertion and the possibility of physical illness or injury, ranging from minor to serious or catastrophic injuries and/or death. Risks include, but are not limited to, drowning, falling, injuries resulting from latent or apparent defects or conditions in equipment or property supplied by True Friends, and injuries resulting from Participant's own physical condition and skill level and Participant's own acts or omissions. I, on my own behalf and on behalf of the Participant, acknowledge that the Participant is assuming the risk of such illness or injury and agree to bear full responsibility and sole liability for any death, bodily injury, illness, or damage incurred by Participant, excepting if caused in whole or part by the intentional wrongful acts, omissions, or errors, or gross negligence of True Friends, its employees and representatives.

**I UNDERSTAND THAT THIS IS A COMPLETE RELEASE OF ANY AND ALL POSSIBLE CLAIMS AGAINST TRUE FRIENDS AND THAT I EXPRESSLY RELEASE ANY CLAIMS RELATED TO ANY INJURIES I MAY SUFFER FROM THE NEGLIGENCE OF ANYONE IN CONNECTION WITH THE FACILITY OR ACTIVITIES, UNLESS SUCH INJURIES RESULT FROM THE GROSS NEGLIGENCE OR INTENTIONAL WRONGFUL ACTS OF ANYONE IN CONNECTION WITH THE FACILITY OR ACTIVITIES.**

I, on my own behalf and on behalf of Participant if a minor, hereby represent and warrant that I have read this General Liability Waiver in its entirety and fully understand its contents. I, on my own behalf and on behalf of Participant, have signed this General Liability Waiver voluntarily and of my own free will.

\_\_\_\_\_  
Print Name of Participant

\_\_\_\_\_  
Signature of Participant

(or Parent/Guardian of Participant if a Minor)

\_\_\_\_\_  
Date

Southwest Christian High School / CEW - 9th Grade