



WOOD'S TALL TIMBER RESORT KIDS CAMP RELEASE OF LIABILITY FORM

CHILD'S NAME _____

PARENT OR GUARDIAN'S NAME _____
First Last Date of Birth

ADDRESS _____
First Last

CITY _____ STATE _____ ZIP _____

E-MAIL _____ HOME PHONE # _____ CELL PHONE # _____

Please describe any disability or condition that may affect your child's participation in the activities

Does your child have any food or medicine allergies? Describe _____

Is your child currently taking any medications? Please list _____

Person to contact if you cannot be reached _____ Phone # _____

1. RISKS. I, the parent of the Child named above, give permission for the Child to participate in all Kids Camp activities, including swimming, games, teambuilding activities, golf cart transportation and any other outdoor functions. These activities involve risks of serious injury or death to the Child. The risks include falls, collisions, water, inherent risks associated with swimming and the campground environment including **negligence** of Wood's Tall Timber Resort property owners of activity areas, their employees and agents (hereafter "**WTTR**"). I acknowledge and expressly agree to assume the risks on behalf of the Child.

2. MEDICAL AUTHORIZATION AND MEDICAL INSURANCE. I authorize **WTTR**, at the discretion of any member of management, to obtain medical care for the Child and/or transport or arrange to transport the Child to an appropriate medical facility if emergency medical attention appears to be necessary. I further authorize a medical care provider to carry out any emergency medical care of the Child. I agree to pay all costs associated with such medical treatment and related transportation for the Child. I agree that the Child has health insurance to pay any medical bills incurred for personal injuries at Kids Camp and waive any right of subrogation against **WTTR**. To the fullest extent allowed by law, I agree to pay without right of subrogation, all uninsured medical expenses incurred by the Child as a result of their participation in Kids Camp even if the expenses result from the alleged **negligence** of **WTTR**.

3. RELEASE, INDEMNIFY AND AGREEMENT NOT TO SUE. To the fullest extent allowed by law, I agree to completely release, indemnify and hold **WTTR** harmless, even if **WTTR** was **negligent** from all of my claims, losses or damages, including loss of consortium, breach of contract, or wrongful death resulting from the Child's injury or death in Kids Camp. The indemnity of **WTTR** shall include any claims or lawsuits brought by another parent or heir of the Child seeking recovery for their own damages and lawsuits resulting from the Child's actions. I agree to never file a lawsuit against **WTTR** and to repay all attorney's fees, costs and judgments arising from my or another parent or heir's claims.

4. RESPONSIBILITY. I shall have the sole responsibility to educate myself and the Child concerning the risks of injury or death and the benefits involved in the activity. I shall reiterate all rules and instructions to the Child. I shall make all decisions concerning the Child's participation in the activity and shall enforce all rules and instructions. I represent and warrant that the Child is physically, mentally and emotionally able to participate in all of the activities and follow the rules and instructions. I agree to be fully responsible and to pay for any damage or loss to any equipment used by the Child.

5. This agreement is severable and if a court determines any part to be invalid, then all other parts shall remain in effect. This agreement shall be interpreted and governed by Ohio law.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND AND VOLUNTARILY SIGN THIS AUTHORIZATION AND INDEMNIFICATION AGREEMENT AND RELEASE FROM LIABILITY. IF THE CHILD'S AGE IS MISREPRESENTED, THEN WOOD'S TALL TIMBER LAKE RESORT IS RELEASED FROM PROVIDING THE REQUESTED ACTIVITIES WITHOUT ANY REFUND.

Signature of parent or guardian: _____ Date _____