

EWALU

Camp & Retreat Center

Welcome to Rock and Raft!

Dear Parents/Guardians and Rock and Rafters,

As a part of your child's Rock and Raft experience, they will be spending a day at Devil's Lake State Park in Wisconsin where they will have the opportunity to go rock climbing. This activity is led by a qualified facilitator, a member of the Ewalu staff certified by a professional ropes course company. Additionally, the group will be rafting on the Wolf River in Wisconsin. A required liability release form from the rafting outfitter is enclosed.

Please fill out these release forms and bring them with you when you arrive at Ewalu, Sunday morning at 9 a.m. If you have any questions or concerns, please feel free to contact Ewalu. We look forward to another week of fun, safe, and faith-filled outdoor adventures. Thank you!

In Christ,

Dana Isaacson
Program Director
563-933-4700
dana@ewalu.org

Rock Climbing Release Form: Rock and Raft

Camper Name: _____ Birth Date: _____ Gender: _____

Address: _____ Cell Phone: _____

Parents/Legal Guardian(s): _____ Other Phone: _____

(Legal guardian of camper under 18 years of age)

LIABILITY RELEASE: I give permission for my child to participate in rock climbing at Devil's Lake State Park. I understand that even with precautions, there are hazards associated with rock climbing. I agree that Camp Ewalu, its staff, the Department of Natural Resources, and the State of Wisconsin will not be held responsible for accidents or personal injury arising from my child's participation in rock climbing. Furthermore, I affirm that the health of my child is sufficient for camp activities and climbing. I also authorize the Executive Director, Environmental Education Director, Program Director, Health Officer and medical personnel to secure any medical or emergency treatment deemed necessary. I understand my insurance is primary for my child in case of an accident or emergency. I declare that all statements on this form are true.

SIGNATURE: _____ DATE: _____

Revised 12/2019

Whitewater Rafting Release Form: Rock & Raft

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Native American Games, Inc. dba Shotgun Eddies Raft Rentals, their agents, owners, officers, volunteers, participants, employees, and other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SERR"), hereby agree to release, indemnify, and discharge SERR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in river raft trip entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: whitewater rapids will be encountered. Rafts could turn over or I could be "washed" overboard. I can slip or fall during a hike, resulting in damage to equipment or personal injury. Accidents can occur getting on and off the raft. Rafts are slippery when wet. Exposure to the natural elements can be uncomfortable and/or harmful. I am aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps. Also prolonged exposure to cold water can result in hypothermia and in extreme cases death and accidental drowning is also a possibility.

Furthermore, SERR employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless SERR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of SERR's equipment or facilities, **including any such claims which allege negligent acts or omissions of SERR.**
4. Should SERR 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 them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against SERR, I agree to do so solely in the state of Wisconsin, and I further agree that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or enforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SERR on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____

Print Name _____

Age _____

Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by SERR to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless SERR from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____