



Western Washington Conservative Baptist Camping Association

DUNES POOL

23515 Pacific Way, Ocean Park, WA 98640

Waiver, Release, Hold Harmless, and Indemnification Agreement

As consideration for being allowed to enter the pool and surrounding areas of the pool and/or participate in any party and/or program at the Dunes Pool the undersigned, on his or her behalf, and on the behalf of the participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

1. Participants/Parents/Legal Guardians. I represent that I am the participant, or that I am the parent or legal guardian of the participant(s) named below or I have obtained permission from the parent/legal guardian of the participant(s) named below to execute this agreement on their behalf.

Participant Name

Date of Birth

Participant Name

Date of Birth

Participant Name

Date of Birth

Participant Name

Date of Birth

2. Assumption of Risk. I fully acknowledge and understand that there are inherent risks associated with participation in Dunes Pool activities and the use of the surrounding areas including but not limited to: bodily injury, disease, contusions, fractures, sprains, scrapes, cuts, paralysis, suffocation, serious disability, or death. I know and understand the scope, nature, and extent of the risks involved in the activities covered by this agreement which include equipment failure/malfunction; defective and/or negligent design, and operation or use. I, for myself and the participant(s) named, voluntarily, freely, and willingly assume the risks associated with participation and accept that there are also risks that may arise due to other participants and human error which I also willingly assume.

3. Abidance to Rules and Regulations. I agree that the participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any activity, party and/or program at Dunes Pool.

4. Exemption and Release from Liability. I, for myself, the Participant(s) named, and their heirs, assigns, representatives, and next of kin agree to exempt, release, hold harmless, and indemnify Dunes Pool (Western Washington Conservative Baptist Camping Assoc.), their predecessors, parent, subsidiaries and affiliates, officers, and employees from any and all liability, claims, demands and all defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from the negligence and/or other fault of the above named or participants. I additionally agree to indemnify Dunes Pool (Western Washington Conservative Baptist Camping Assoc.), their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation and/or from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other person or organizations and which arise directly or indirectly from my participation in the activities covered by this agreement, whether resulting from the negligence and/or other fault, either active or passive of any participants or from any other causes.

5. Validity of Waiver. I understand and agree that if I institute, or anyone on my behalf institutes, any suit or action at law or any claim for damages or cause of action against any of the Releasees mentioned because of injury to my person or property, or my death, due to activities covered by this Agreement, this Agreement can and will be used as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.

6. Physical Representation of Participation. I represent that the participants do not have any physical infirmity, or that any known infirmity has doctor's clearance for Dunes Pool participation. I agree to alert the Dunes staff to any infirmities, while acknowledging my full responsibility for any issues arising from the infirmity.

7. Applicable Law. I agree that the law of the State of Washington, County of Pacific, shall apply to issues involving the construction, interpretation, and validity of Agreement and that Washington shall govern all disputes that may arise from this Agreement between the parties involved.

8. Continuation of Obligation. I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I participate, either directly or indirectly in the activities covered by this Agreement, and shall be binding upon my heirs, executors, administrators, personal representatives, guardians, conservators, and/or anyone else making a claim on my behalf.

9. Acknowledgment. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion and agree to be bound by such terms and conditions.

Participant Parent/Guardian: Print Name

Emergency Contact Number

Participant Parent/Guardian Signature

Date

2nd Contact Number