

CAMP GRACE
PARTICIPANT RELEASE AND HEALTH DISCLOSURE FORM

Name of Participant: Age:

User Group:

Camp Grace, Inc. maintains a recreational facility located at 11081 Wanda Drive, Mobile, Alabama 36608. From time to time, Camp Grace, Inc. permits and licenses groups and individuals to host events and activities at the facility. The Participant named above ("Participant") is participating in an event or activity hosted, sponsored and presented by the User Group named above ("User Group"). A variety of activities (the "Camp Activities") may be available to Participant at the facility such a high ropes challenge course, lake swimming, water toys, boating, horseback riding, archery, inflatables, etc. This form is intended to remind Participants of the seriousness of attempting Camp Activities with a pre-existing medical condition.

Table with 2 columns: Question, Response. Contains 9 questions regarding medical conditions, allergies, and pregnancy status.

Please explain any "yes" response(s):

If Participant has a disability, please indicate the functional implications and any concerns about participation related to the disability:

Describe Participant's current level of physical activity:

In case of emergency, contact: Phone:

Medical insurance (company and policy number):

Participant authorizes Camp Grace, Inc., Camp Grace Land, LLC and User Group, and their respective affiliates, agents, owners, principals, officers, volunteers, organizers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as CAMP GRACE), to be treated as Participant would be treated with respect to Participant's rights regarding the use and disclosure of my individually identifiable health information and other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 U.S.C. 1320d and 45 C.F.R. 160-164.
This authority given to CAMP GRACE shall supersede any prior agreement that Participant may have made with health-care providers to restrict access to or disclosure of individually identifiable health information. The individually identifiable health information and other medical records given, disclosed, or released to any named agent may be subject to re-disclosure by a named agent and may no longer be protected by HIPAA. The authority given to CAMP GRACE herein shall expire one year from execution, unless earlier revoked by Participant in writing and delivered to CAMP GRACE and Participant's health-care providers. There are no exceptions to Participant's right to revoke this HIPAA Release.

In consideration of the services of CAMP GRACE, Participant does hereby release, indemnify, and discharge CAMP GRACE, on behalf of Participant, his/her relatives, heirs, assigns, personal representative and estate as follows.

1. Participant acknowledges that participation in Camp Activities entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death of Participant or others, or damage to property of Participant or others. Participant understands that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Camp Activities.
Camp Activities are offered on the "challenge by choice" principle. Participation is subject entirely to the desire and discretion of Participant. At any time, Participant and/or Participant's group are free to decline or withdraw from participation in any activity. The risks of participation include, among other things, the potential for: slips, falls or falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe, even life threatening, hazards. During an

activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases.

Furthermore, Participant acknowledges that staff and facilitators 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.

2. Participant expressly agrees to, promises to and hereby does accept and assume all of the risks existing in Camp Activities. Participation is purely voluntary, and Participant’s election to participate is in spite of all risks.

3. Participant does hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CAMP GRACE from any and all claims, demands, or causes of action, which are in any way connected with Participant’s participation in Camp Activities or use of CAMP GRACE equipment or facilities, including but not limited to any such claims which allege negligent acts or omissions of CAMP GRACE.

4. Should CAMP GRACE or anyone acting on its behalf, be required to incur attorney’s fees and costs to enforce this agreement Participant agrees to indemnify and hold them harmless for all such fees and costs.

5. Participant certifies that he/she has adequate insurance to cover any injury or damage he/she may cause or suffer while participating, or else Participant shall bear the cost of such injury or damage directly. Participant further certifies that he/she is willing to and hereby does assume the risk of any medical or physical condition he/she may have.

6. In the event that Participant files a lawsuit against CAMP GRACE, he/she agrees to do so only in the Circuit Court of Mobile County, State of Alabama, and he/she further agrees that the substantive law of Alabama shall apply in that action without regard to the conflict of law rules of that state or any other state. Participant agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. Participant consents for all purposes to the sale, reproduction and/or use of photographs of the Participant (with or without the use of the Participant’s name), by CAMP GRACE and by the respective nominees and designees of CAMP GRACE in all forms and media and in all manners, including but not limited to trade, display, advertising, editorial, art and exhibition. In giving this consent Participant releases CAMP GRACE, and the respective nominees and designees from liability for any violation of any personal and/or proprietary right Participant may have in connection with such sale, reproduction or use.

**By signing this document, Participant acknowledges that if anyone is hurt or any property damaged during Participant’s participation in CAMP GRACE activities, Participant may be found by a court of law to have waived his/her right to maintain a lawsuit against CAMP GRACE on the basis of any claim from which he/she has released CAMP GRACE herein.**

**Participant has had sufficient opportunity to read this entire document. Participant has read and understood it and agrees to be bound by its terms.**

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

Print Name:\_\_\_\_\_

Date:\_\_\_\_\_

Address: \_\_\_\_\_

Phone:\_\_\_\_\_

**Parent’s or Guardian’s Additional Agreement and Indemnification  
(Must be completed for Participants under the age of 19)**

The undersigned parent or guardian of Participant certifies that to the best of his/her knowledge, information and belief, the foregoing is an honest and complete disclosure of any medical, psychological, or personal information relating to Participant’s health. The undersigned parent or guardian has explained to Participant the terms and conditions of this document and also that a “challenge by choice” atmosphere exists at all times, and that he/she should not feel pressure to participate.

In consideration of Participant’s being permitted by CAMP GRACE to take part in Camp Activities and to use CAMP GRACE’s equipment and facilities, the undersigned parent or guardian further agrees for himself/herself and for Participant to the terms hereof and agrees to indemnify and hold harmless CAMP GRACE from any and all claims which are brought by, or on behalf of himself/herself and/or Participant and which are in any way connected with such use or participation by Participant.

Signature of Parent or Guardian:\_\_\_\_\_

Print Name: \_\_\_\_\_

Date:\_\_\_\_\_