

Camp War Eagle Rules and Assumption of Risk and Release

"Participant" is defined as any individual participating in any program or event conducted on the property owned or leased by Camp War Eagle.

Please read this entire Document carefully before signing. This Document must be signed by the Participant or signed by a minor Participant's parent(s) or legal guardian(s); (minors are those under 18 years of age). In consideration of the Participant's opportunity to participate in the program or event activities, I acknowledge and agree as follows:

Ground Rules

- 1. Absolutely no alcohol or tobacco products may be consumed on the property.
- 2. Possession of illegal drugs is not permitted on the property.
- 3. Swimming, wading, or any kind of playing in any body of water at CWE is strictly prohibited unless the area has been opened and staffed by CWE staff, including CWE certified lifeguards.
- 4. Do not write, paint, or otherwise mark on any part of any of the facilities, trees, rocks, roadways, etc. Any damage to the facility will be the financial responsibility of the renting group or individuals.
- 5. Return sporting equipment, such as balls and rackets, to their original location after use.
- 6. Absolutely no open flames are allowed except fire ring fires constructed and lit by CWE staff.
- 7. Wear shoes at all times.
- 8. Food wrappers, trash, and excess food left from any snack food or drink consumed outside the dining hall should be disposed of in a proper trash receptacle.
- 9. Camp War Eagle is not responsible for lost, stolen, or damaged property.
- 10. Specific to Overnight Camp facility on Beaver Lake:
 - a. Access to or climbing on the ropes course elements, climbing tower, or any of the platforms, including the lake field observation tower, is strictly prohibited unless the area has been opened and staffed by CWE staff.
 - b. Do not sit on the railings of the porches and pavilions.
 - c. Do not climb in the rafters of the cabins.
 - d. Fire escape ladders are located in cabins for the safety of individuals utilizing cabins and are not to be used as toys. Be aware, at all times, of the natural hazards of the property, including water, ravines, bluffs, heavily wooded areas, etc.
 - f. Be aware, at all times, that the Camp War Eagle property borders public land and waters. The Camp boundaries are clearly marked with white boundary signage. Do not associate with persons who are neither Camp War Eagle staff nor members of your group. If you encounter a person on Camp War Eagle property who you believe is an intruder, notify a staff member of Camp War Eagle or your group immediately.
- 11. All participants and guests are required to follow COVID-19 protocols per current CDC (Center for Disease Control) guidelines.

Code of Conduct

- 1. Participants are to respect other Participants and staff, as well as their belongings. Participants must be respectful in their expression through apparel, language, gestures, or writing. Inappropriate or offensive language is not allowed.
- 2. Bullying or abuse, in any form, is not allowed. Bullying and abuse can be both physical and emotional.
- 3. Use and/or possession of drugs, alcohol, tobacco, knives, firearms (except in authorized activities), and other items deemed dangerous is strictly forbidden. Violation of this policy will result in immediate dismissal from camp or program.
- 4. If specifically directed, participants must keep prescription and non-prescription medicine at the health center or location specified by Camp War Eagle staff.
- 5. If specified, cell phones and other mobile communication devices, as well as iPods, video games, computers, etc., may be prohibited. If so, any such item brought to camp or program will be taken up and returned at departure. Camp War Eagle is not responsible for the theft or damage to any personal property.
- 6. For Camp Eagle sponsored events, participants will be expected to participate in all scheduled Camp War Eagle program activities unless exempt due to health or parental restrictions.
- 7. Inappropriate communication or physical contact with other children or staff is not allowed.
- 8. Camp War Eagle rules and regulations are to be followed at all times.

CAMP WAR EAGLE ASSUMPTION OF RISK AND RELEASE

The undersigned, individually and on behalf of:

Acknowledge receipt of the permission and consent of Camp War Eagle to enter upon the private property of Camp War Eagle and to enjoy its many and unique amenities, and, in consideration thereof, do hereby release Camp War Eagle, SASGK, LLC, and their owners, officers, directors, employees, agents, related parties and affiliates (the "Released Parties") from any and all liability for any damages, or causes of action for personal injury, sickness (including COVID-19 as defined below), loss, damage or injury of any kind suffered by myself or the Participant(s), as a result of any accident, injury, incident or activity on Camp War Eagle property that might occur to the Participant(s) while in attendance at Camp War Eagle.

I recognize that there is an element of risk in activities that the Participant(s) may participate in while on Camp War Eagle's property. I also recognize that it is the Group's responsibility to supervise all group participants while on Camp War Eagle's property and that Camp War Eagle will not provide any supervisory services except when Participants are engaged in activities in safety areas such as Camp War Eagle's swimming pool or participating in rock or rope climbing. I also recognize that is my responsibility, individually or on behalf of my minor Participant(s), to determine if the Participant is in good enough health and/or physical condition to participate in any activity that is undertaken while on Camp War Eagle's property. I hereby assume the risk of, and full responsibility for, any accident, incident, sickness (including COVID 19 as defined below), or injury that may occur while the Participant(s) are on Camp War Eagle's property. I, individually and on behalf of the Participant(s), hereby agree to indemnify and hold harmless the Released Parties from and against any and all claims, liabilities, suits, actions, damages, or losses, including without limitation all costs and attorney's fees, and including without limitation those in any way attributable to any act, omission, or negligence of the Released Parties, which may arise from or in any way be connected with the Participant(s) stay, or participation in activities, or use of amenities or facilities at Camp War Eagle.

"COVID-19" shall mean the unique coronavirus that causes COVID-19, as well as any other virus, illness, sickness or flu including, but not limited to, strains, mutations, alternations, or replications of COVID-19.

This Assumption of Risk and Release shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of the undersigned and each Participant.

THIS IS A RELEASE OF RIGHTS. READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

Please print the First and Last Name of each Participant and sign accordingly. All Participants 18 and older must sign for themselves and a parent/legal guardian must sign for those under 18 years of age.

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