

## Waiver and Release of Liability

The Contra Borealis Dancers Dance Camp North will take place at the Lost Lake Boy Scout Camp Labor Day weekend. I will participate in Dance Camp. I also will be bringing a minor child or children (referred to as "my child") to Dance Camp. *(If no child is identified below, ignore references to "my child.")* In consideration of being allowed to participate in Dance Camp and being allowed to bring my child to Dance Camp, I agree as follows:

**1. Acknowledgement of Risks.** I acknowledge that Dance Camp will take place at Lost Lake, Alaska, and understand that there are various risks associated with using and enjoying the site and participating in Dance Camp. These risks include, without limitation:

- Water, dock and boats: drowning; hypothermia; slipping on the dock, water toys, boats or beach; injury from other swimmers or boaters (both accidental, negligent and/or intentional); entrapment; collision with water toys, paddles or boats.
- Cabins and facilities: cuts and other injuries from nails or loose boards; electrocution or fire from electrical or heating outlets, cables or fixtures; burns, explosions and asphyxiation from heaters; falling speakers, sound equipment or stage; tripping on electrical and sound cables; loose or uneven flooring; slipping on wet floor.
- Grounds: slipping on mud or in water; tripping on roots, plumbing lines or debris; collision with vehicles or bicycles on roads and paths.
- Other: injury by other participants; insect bites; wild animals; food-borne pathogens.

**2. Code Compliance.** I understand that the camp was originally built years ago. It is likely that many facilities and improvements do not comply with modern electrical, plumbing, building and other safety codes.

**3. Lack of Medical Care.** I understand that adequate medical or emergency care may not be readily available at Dance Camp. The nearest medical facility is the Fairbanks Memorial Hospital in Fairbanks. Contra Borealis Dancers does not have or provide an AED or other medical supplies or devices or personnel with medical training.

If more than one adult camper is identified below, "I" and "me" refer to each adult camper.

**4. No Assumption of Responsibility by Contra Borealis Dancers..** I understand that neither the Contra Borealis Dancers nor the Boy Scouts provide a waterfront lifeguard, and the Contra Borealis Dancers have established certain rules to promote safe use of the waterfront and Dance Camp generally. I agree, however, that I am fully and solely responsible for the safety and supervision of me and my child on the waterfront and at Dance Camp.

**5. Waiver, Release and Agreement Not to Sue.** I and my child hereby waive and release, and agree not to sue, Contra Borealis Dancers, its directors and officers, members of the Dance Camp Committee (names of all such individuals will be provided upon request) and the Boy Scouts of America from any and all claims, losses and damages of any kind by reason of injury or damage to person or property,

including death, to me or my child sustained at any time (now or in the future) at or in connection with Dance Camp or any related activities (including pre-camp and post-camp activities at Lost Lake Camp organized by Contra Borealis Dancers), whether or not resulting from or caused to any degree by negligence, the condition of the land, improvements or equipment, or from other or unknown cause. The preceding sentence shall not apply as to someone to the extent such injury, damage or death results from or is caused by the active gross negligence or willful misconduct of that person. I and my child agree to indemnify and defend Contra Borealis Dancers and all other released persons against all expenses, including attorney fees and court costs, that they may incur as a consequence of any claim that I or my child make or that the released parties may suffer as a result of a claim by someone else because of conduct by me or my child.

6. **Agreement.** I have read, understand and accept the terms of this Waiver and Release. I am aware that this is a legal, binding document giving up substantial legal rights, and I sign it voluntarily. I have had adequate time to consider the risks that may be associated with Dance Camp and the consequences of this Waiver and Release. I understand I can decline to sign this waiver, in which case I and my child will not participate in Dance Camp. This agreement will be effective and binding during the entire Dance Camp and survives conclusion of Dance Camp. I represent that I am a parent or guardian of my child and have authority to sign this agreement on behalf of my child. I will indemnify and defend Contra Borealis Dancers and the other released persons against any claims asserted by or on behalf of my child to the same extent such claims are released by this Release and Waiver.