

**ASSUMPTION OF RISK, RELEASE, AND INDEMNITY:**

The use and participation in water activities including but not limited to swimming, canoeing, fishing, giant slip n' slide, water volleyball, hidden river nature trip, kayaking (manogs and tangos), paddle boats, polar plunge, boating, tubing, banana boating, waterskiing, wake-boarding, knee-boarding, water mat, water obstacle course, key logging, waterslides, bouncing on the blob, and the accompanying docks, boat lifts, access points, etc. ('Activities') naturally involves the risk of injury, whether the undersigned or someone else causes it. In addition, the participation in, among other camp activities, including but not limited to, horseback riding, nature hikes, rappelling, high ropes course, outdoor cooking, skateboarding, paintball, disc golf, climbing walls, rock climbing, zip line, slingshot range, mountain bikes, pump tracks, and scooters, sports, 4-square, 9-square in-the-air, basketball, kickball, mini golf, nature hike, parachute games, petting zoo, ping pong, slingshots, soccer, team initiatives, tetherball, wiffleball, archery, bb guns, billiards, dodgeball, skills classes, human football, leap of faith, riflery (.22), volleyball, playgrounds, carpetball, evening games, floor hockey, crafts, games, genesis bows, archery tag, climbing wall, cluster activities, ga-ga ball, parkour course, zip line, campfires and exercise also involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Trout Lake Camps and Converge North Central (CNC), and any of their staff, employee, contractor, boat driver, chaparone, volunteer, or other representatives and agents of the same (hereinafter collectively 'Released Party') will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter collectively 'GUEST') resulting from the negligence of Released Party or anyone else participating in activities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend Released Party against such claims and pay Released Party for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify Released Party for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Crow Wing or Hennepin County, Minnesota.

**WAIVER OF LIABILITY:**

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) Released Party; (ii) any other guest, visitor or person present or using the facilities or equipment related to activities; (iii) any designers, manufacturers or installers of the facilities or equipment related to the activities. This Agreement releases Released Party from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if Released Party's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against Released Party, its employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants involved in the activities; or the negligence of guests, visitors or persons who may be present where the activities take place;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, related to the activities;
3. Injuries resulting from slips, trips, falls or other such accidents;
4. Injuries resulting from participating in and/or using equipment in connection with the activities; and
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents, employees of Released Party, or a Released Party who seek to assist with medical or other help either before or after injuries have occurred.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this Agreement is signed.

**YOUTH & ADULT FIREARM PERMISSION TO PARTICIPATE:**

As the parent/legal guardian I have read Trout Lake Camps' Waiver of Liability. Youth and parent/legal guardian understand the risks involved with shooting activities and parent/legal guardian gives permission for youth to participate in the activity of recreational shooting at Trout Lake Camps.

**PHOTO WAIVER RELEASE:**

I hereby grant the releasee permission to use photographs of GUEST in any of the following: Web-based publications, print advertisements, organization bulletin, social media platforms. I hereby affirm that such release to the releasee does not constitute any form of compensation. I understand and agree that photographs in the possession of the releasee shall become the property of the releasee.

BY SIGNING THE OTHER SIDE OF THIS PAGE, THE GUEST ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.