



Camp Augusta
17530 Lake Vera Road
Nevada City, CA 95959



Phone: (530) 265-3702

www.campaugusta.org

Tax ID: 94-1265033

A 501(c)(3) nonprofit outdoor education center
To reclaim and foster the beauty, wonder, awe, potential, and innocence of childhood

2020 Summer Camp Liability Waiver

In consideration of the enrollment of my child(ren) in the Summer Camp Camp Augusta program, as the parent or legal guardian of any child(ren) attending or visiting, I agree on my own behalf and on behalf of my child(ren) visiting or attending Camp Augusta, to indemnify, defend and hold Camp Augusta and its officers, directors, employees, and agents harmless from and against any and all losses, liabilities, demands, claims, actions, expenses, (including attorneys' fees) of any type ("Claims") arising out of or relating to my child(ren) visiting Camp Augusta, attending its programs, or participating in any of its activities; provided, however, the foregoing indemnification shall not apply to any Claims which are caused by the gross negligence or willful misconduct of Camp Augusta, its officers, directors, or employees. Camp Augusta is not responsible for injuries to a child which occur during the ordinary course of camp activities (including cabin activities, Playstation, auction prizes, and evening programs). This indemnification shall include, without limitation, any and all Claims arising out of personal injury or death of a camper and any Claims made by third parties. The provisions of this indemnification shall survive the termination of this agreement, and shall be binding on the successors and assigns of the undersigned and the child(ren) attending Camp Augusta. This agreement assumes and requires parents/guardians to be familiar with and informed about the Camp Augusta website; the nature of the programs and philosophy, including our philosophy on risk, are important to how the camp operates.

I understand that part of the camping experience at Camp Augusta involves activities and group interactions that may be new to my child(ren), and that they come with uncertainties beyond what my child(ren) may be used to dealing with at home. Such risks include uneven terrain, standing and moving water, forested and other areas that may result in wildlife encounters including mammals, reptiles and insects that could result in infections and various insect-transmitted diseases such as West Nile Virus and Lyme Disease from tick bites and accept these risks on behalf of my child(ren). I have been advised to examine my child(ren) upon return home for ticks and other evidence of insect bites or stings and to take the necessary medical precautions. I am also aware that my child(ren) may participate in off-campus activities such as Yuba River visits, canoeing, mountain biking, horse-trekking, backpacking, and rock climbing that involve additional risks. In addition, there are certain largely unavoidable risks associated with various game and play activities such as collisions, wayward objects such as balls and other equipment and other risks. I am aware of these risks, and I am assuming them on behalf of my family. I realize that no environment is risk-free, and so I have instructed my child(ren) on the importance of abiding by the camp's rules, and my child(ren) and I both agree that they are all familiar with these rules and will obey them. Questions about the program or philosophy in any manner are assumed to have met the parent/guardian's satisfaction via phone calls or e-mails prior to registration. Campers must be able to eat a normal and varied diet, yet allowing for medical reasons, vegans, and vegetarians.

Camp Augusta reserves the right, at the sole discretion of its Director, to change, add, or delete any portion of its program due to uncontrollable circumstances without notice, refund, or adjustment to tuition. There are also no refunds for uncontrollable acts of nature or large-scale events outside of Camp Augusta's control. My signature below also authorizes Camp Augusta to use pictures or video of my child(ren) in brochures, on its web site, or in any other manner that is deemed appropriate to camp operations.

I agree that any dispute concerning, relating, arising out of or referring to the subject matter of this contract shall be resolved exclusively by binding arbitration in Nevada County, California, according to the then existing commercial rules of the American Arbitration Association and the substantive laws of that state unless Camp Augusta, in its sole discretion, selects a different forum. Any dispute submitted to arbitration under this clause must be heard by the arbitrator(s) in its entirety within one year of submission, who must render his/her decision within thirty days of the close of the evidence. The arbitrator and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or violable.

No part of this agreement may be altered or amended in any way. Doing so completely voids the registration.

Camper's Name: _____

Parent/Guardian (Signature): _____

Printed: _____

Date: _____