PLEASE READ CAREFULLY BEFORE SIGNING

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

NAME (Surname, First Name, MI)	
Address:	
Date of Birth (MM/DD/YY):	Gender:
Emergency Contact	

In consideration of being allowed to enter the premises and enjoy the many facilities, camp amenities, and activities during the date/s of visit as stated above, I attest that I have completely and carefully read this *Release of Liability and Waiver of Claims* and I further understand and agree as follows:

I. That I have been fully informed of the inherent hazards and risks associated with the enjoyment of any of the KDR adventure facilities generally described as biking, trekking, team building exercises, obstacle challenges, ATV rides, buggy rides, including the rental of equipment and other transportation devices associated, and other such activities therewith that I am about to engage into. Such inherent hazards and risks include but are not limited to the following:

1. Injury/ies from the activity and use of equipment, which may potentially result in permanent disability and death;
2. Possible equipment failure and/or malfunction of KDR Adventure Camp's equipment and/or my own;
3. The possibility of exposure to elements, excessive heat, exposure to animals, attacks by or encounter with insects, reptiles, etc.; and/or
4. Fatigue, illness, dizziness, my own negligence or the negligence of others, even operator error, misjudging of terrain, trail, or route may potentially lead to or cause physical injury or death.

II. That there may be risks involved that are not known to me or to the KDR Adventure Camp, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activity.

III. That I agree to assume all of the foregoing risks and accept personal responsibility for any injury, illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my enjoyment of the facilities, amenities, and activities of KDR Adventure Camp, as well as any injury, illness, damage, loss, claim, liability or expense, of any kind or nature, that others may suffer due to my negligence and/or willful and voluntary acts.

IV. That I certify that I am physically and mentally fit for participation in any of the activities, have the skill level required in conjunction with the activities, and have not been advised otherwise. I agree that before I enjoy any of the activities, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my enjoyment of the activities, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by the attending medical personnel if I am not able to act on my behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the KDR Adventure Camp Corporation, its officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers, shall have no duty, obligation or liability arising out of the provision of, or failure to provide medical treatment.

V. That I agree on my behalf, and behalf of my heirs, executors, administrators, and next of kin, I hereby release, covenant not to sue, and forever discharge the KDR Adventure Camp Corporation, its officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers, of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my enjoyment of the activities, and further agree to indemnify and hold KDR Adventure Camp harmless from and against any such Claims including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action, or inaction of the KDR Adventure Camp and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation.

Finally, by signing below, I hereby certify that:

1. I have fully and completely read and understood this *Release of Liability and Waiver of Claims* and all its consequences, including but not limited to, giving up legal rights and/or remedies which may otherwise be available to myself*;*
2. I am eighteen (18) years of age or older;
3. The information set forth above pertaining to me and my condition are true and complete;
4. I understand and agree that no oral or written representations can or will alter the contents of this document;
5. I agree that if any portion is held invalid with finality by a court having jurisdiction over the subject matter, the remainder will continue in full legal force and effect; and
6. I freely and voluntary consent and agree to all of the foregoing on behalf of myself.

_____

Signature over Printed Name

Date: _____

DATA PRIVACY NOTICE:

By checking "I Agree", I voluntarily give my consent to KDRAC in collecting, processing, recording, using, and retaining my personal information for the above-mentioned purpose in accordance with this Privacy Notice.

☐ I AGREE