

WOOD'S TALL TIMBER RESORT KIDS' CAMP

WHO? All kids ages 5-12

WHAT? WTTR Kids' Day Camp

WHERE? Wood's Tall Timber Resort

1921 Tall Timber Road NE New Philadelphia, OH 44663

DETAILS... ~ Registration Fee: \$150 per child

~ \$10 discount for the week for more than 1 child

- ~ Registration fee, registration form and liability release are due NO LATER THAN 2 WEEKS PRIOR TO START OF CAMP
- ~ Fee payable by cash, Visa, MasterCard, Discover Card, or personal check (payable to Wood's Tall Timber Resort)
- ~ Please have prompt drop-off and pick-up times we have tons of fun scheduled and you don't want to miss it! ©

Things to Send to Camp...

- ✓ Swimwear & Towel
- ✓ Sunscreen
- ✓ Any medications and specific directions for use
- ✓ Water bottle with child's name clearly marked
- ✓ Bag, tote, or backpack with child's name clearly marked
- ✓ Appropriate shoes and clothes for outdoor play
- ✓ Change of clothes if necessary

WOOD'S TALL TIMBER RESORT

KIDS' CAMP REGISTRATION FORM
*Please detach this lower portion and return to WTTR at the address above

WTTR Office Use ONLY
Payment: yes / no
Amount: \$
Type: CA CK VI MC DI

CHILD'S NAME				
First		Last		Age
PARENT OR GUARDIAN'S NAM				
	First		Last	
HOME ADDRESS		 		
	Street	City	State	Zip
EMAIL	HOME#		ELL#	
ALLERGIES (Food, Medications, Po	ollens, etc.)			
MEDICATION				
DISABILTIES/CONDITIONS				
EMERGENCY CONTACT & PHO	NE (other than parent/guard)	an)		

WOOD'S TALL TIMBER RESORT KIDS CAMP RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

CHILD'S NAME:			("Dependent")	
	First	Last	Date of Birth	

IN CONSIDERATION for my Dependent being permitted to attend Kids Camp at Wood's Tall Timber Lake Resort in Tuscarawas County, Ohio ("Premises") operated by Wood's Real Estate and Development Company, LLC dba Wood's Tall Timber Resort and operated on property owned by Wood's Tall Timber Lake, Inc. (collectively "Wood's"), the undersigned, on behalf of the undersigned's personal representatives, administrators, executors, heirs, dependents and next of kin agree as follows:

Assumption of Risk:

- 1. I acknowledge that Kids Camp is an outdoor activity;
- 2. I acknowledge that **Kids Camp is a hazardous activity and involves inherent risks which combined with the forces of nature, acts of commission, or omission, by participants or others, could lead to injury or even death**. I acknowledge that injuries may occur as a result of participation in Kids Camp and acknowledge that the hazards associated with Kids Camp include **but are not limited** to injury or death due to falling down, physical contact or collisions with other participants, physical contact or collisions with fixed objects, illness, and psychological distress. In all cases, I voluntarily accept on behalf of my Dependent the inherent risks and risks that are not considered inherent, whether or not addressed in this document;
- 3. I acknowledge that Kids Camp is intended for participants in reasonably good health. I acknowledge that any existing medical condition, whether physical or psychological, or any other condition, may be aggravated by participating in Kids Camp. I acknowledge that existing medical conditions may increase the likelihood of injury or death and affirm that I have considered the risks involved before choosing to have my Dependent participate;
- 4. I and my Dependent agree/s to follow all instructions of Wood's staff in connection with Kids Camp. I understand that the failure to do so may jeopardize my Dependent's safety and the safety of Wood's staff, other participants, and other persons not participating in Kids Camp. I further understand that Wood's staff are not medical professionals and cannot assess any of my Dependent's physical or emotional conditions;
- 5. I acknowledge that Wood's reserves the right to exclude any person from participating in Kids Camp for any reason including but not limited to safety reasons;

<u>Fitness:</u> I certify that my Dependent is physically able to safely participate in Kids Camp and has no medical or mental condition which prevents my Dependent from participating in Kids Camp.

Medical Authorization and Medical Insurance: I grant Wood's permission to authorize medical care for Dependent and/or transport or arrange to transport Dependent to an appropriate medical facility, as Woods's deems appropriate. I further authorize a medical care provider to carry out any emergency medical care of Dependent. I agree to pay all costs associated with such medical treatment and related transportation for Dependent. I agree that Dependent has health insurance to pay any medical bills incurred for personal injuries at Kids Camp and waive any right of subrogation against Wood's. To the fullest extent allowed by law, I agree to pay without right of subrogation, all uninsured medical expenses incurred by Dependent as a result of Dependent's participation in Kids Camp even if the expenses result from the alleged negligence of Wood's.

Release and Waiver of Liability: I IRREVOCABLY RELEASE, WAIVE, DISCHARGE, AND AGREE NOT TO SUE Wood's, Wood's workers, employees, agents, volunteers, officers, and directors, all individuals maintaining the Premises, rescue personnel, and any other person on the Premises, and each of their respective heirs, assigns, successors, executors, administrators, affiliates and legal representatives (hereinafter collectively referred to as "Releasees,") FROM ALL LIABILITY, CLAIMS, RIGHTS, DEMANDS, OR ACTIONS OF ANY NATURE AND KIND, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN TRESPASS, TORT, NEGLIGENCE, LAW, STATUTE, STRICT

LIABILITY UNDER STATUTE, EQUITY OR BREACH OF CONTRACT, WHETHER KNOWN OR UNKNOWN, WHICH I or my Dependent may have FOR ANY AND ALL INJURY, ILLNESS, LOSS, AND/OR DAMAGE OF ANY KIND OR NATURE including but not limited to personal injury, animal attacks, pain and suffering, loss of services, property damages, medical bills, damages for compensation, lost wages, loss of earnings, loss of relationship/consortium, emotional distress, or death, which arises from or relates to Kids Camp, except for those arising out of the willful misconduct, gross negligence, or intentional torts of the Releasees.

<u>Indemnification and Hold Harmless:</u> I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, litigation expenses, loss, liability, damage, and costs of any kind or nature, arising from or relating to my Dependent's participation in Kids Camp, except for those arising out of the willful misconduct, gross negligence, or intentional torts of the Releasees.

Responsibility: I shall have the sole responsibility to educate myself and Dependent concerning the risks of injury or death and the benefits involved in Kids Camp. I shall reiterate all rules and instructions to Dependent. I shall make all decisions concerning Dependent's participation in Kids Camp. I represent and warrant that Dependent is physically, mentally, and emotionally able to participate in all Kids Camp activities and follow the rules and instructions. I agree to be fully responsible and to pay for any damage or loss to any equipment caused by Dependent.

<u>Misrepresentation</u>: I agree that if Dependent's age is misrepresented, then Wood's is released from providing the requested activities without any refund.

<u>Media Release:</u> The undersigned hereby grants full permission for Wood's and any event organizers to record any or all of my Dependent's participation in Kids Camp for photos, motion pictures, TV, radio, recording, social media, videotapes, and other media known or unknown, and to use them, no matter by whom taken, in any manner for publicity, promotion, advertising, trade, or commercial purposes, without any reimbursement of any kind due to the undersigned or Participant.

<u>Choice of Law, Venue, and Severability:</u> I agree that this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the "Agreement") shall be enforced and interpreted under Ohio law and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Tuscarawas County, Ohio. Further, should any clause in this Agreement be in conflict with state law, then only that clause shall be null and void while the remaining clauses shall remain in full legal force and effect.

Entire Agreement: This Agreement is the full, final, and entire agreement between myself and Wood's regarding the matters herein addressed.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND INTEND THIS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I hereby warrant, affirm, and represent that I am the parent/legal guardian with legal responsibility for Dependent who is under 18 years of age and that, in such capacity, I have read this Agreement completely and carefully, understand the risks involved with Kids Camp, and have explained and discussed those risks with Dependent, and do hereby consent and agree to Dependent's participation, release, waiver, and acceptance of risk as provided above. On behalf of myself, Dependent, and my family, personal representatives, estate, successors, assigns, heirs, executors, and next of kin, I hereby knowingly, freely, and expressly agree to all of the terms and conditions of this Agreement.

Signature of Parent/Legal Guardian:	Date:	