

RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Camp lo-Dis-E-Ca requires each user of the Camp or participant in Camp sponsored activities to sign this Release and Waiver of Liability form. We appreciate your understanding.

In consideration of being permitted to use the grounds and facilities at Camp lo-Dis-E-Ca for recreational or other activities, or to participate in any activity conducted or sponsored by Camp lo-Dis-E-Ca regardless of location, the undersigned, for themselves, their personal representatives, heirs, spouse, parents, siblings, and children, hereby:

1. The user of the camp or participant acknowledges, agrees, and represents that they have or will immediately acquaint themselves with the rules for use of Camp lo-Dis-E-Ca and ask an employee if he has any questions regarding the rules or concerns regarding the safe use of the facilities.

2. Releases, waives, discharges and covenants not to sue Camp lo-Dis-E-Ca, its officers, directors, trustees, agents and employees, the Lutheran Church Missouri Synod - Iowa District East, its officers, directors, trustees, agents and employees, the Lutheran Church Missouri Synod, its officers, directors, trustees, agents and employees -- all of whom shall be referred to as "Releasees" in this document -- from all liability to the undersigned, his personal representatives, assigns, heirs, parents, siblings, spouse, and children for any and all loss or damage, and any claim or demands therefore on account of injury to the undersigned's person, his death or damage to his property, which occurs as a result of the undersigned's presence at Camp lo-Dis-E-Ca, or participation in any Camp sponsored/conducted activity, whether such death, injury or property damage is caused by the negligence or other wrongful conduct of, or breach of contract or warranty by, one or more of the Releasees.

3. Agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost (including but not limited to attorney fees and other defense costs incurred in defending a claim brought by the undersigned, his relative, heir, successor, assign or personal representative) one or more of them may incur arising out of or related to the undersigned's use of or presence at the facilities known as Camp lo-Dis-E-Ca, or the undersigned's participation in any Camp sponsored/conducted activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, or other legal theory.

4. Assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the undersigned's presence at or use of the facilities known as Camp lo-Dis-E-Ca, or participation in any Camp sponsored/conducted activity, whether caused by the Releasees' negligence, breach of contract or warranty or other legal theory.

5. Agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all claimed wrongful acts of Releasees, whether sounding in tort, contract or other legal theory, and that said Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad in scope as is permitted by the laws of the State of Iowa. The undersigned further agrees that in the event any portion of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is held invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under Iowa law.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by Iowa law.

No variation in the terms of this Release and Waiver shall be effective unless in writing and signed by the Camp Director.

Please check (✓) one of the following boxes:

- I certify that I, the undersigned, am at least 18 years old.
- I certify that I, the undersigned, have sole custody or primary physical care of my child(ren), _____, who will use the facilities at Camp lo-Dis-E-Ca within the next 12 months.
- We certify that we, the undersigned, are the parents of _____, who will use the facilities at Camp lo-Dis-E-Ca within the next 12 months.

Dated this _____ day of _____, 20____.

Adult Guest or Parent of Minor Guest

(2nd Parent of Minor Guest, Where Applicable)