

MERCERSBURG ACADEMY – SUMMER PROGRAMS ENROLLMENT FORM 3 – 2010
PARTICIPANT AGREEMENT AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of the Mercersburg Academy, its agents, owners, volunteers, participants, employees, directors, trustees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "the camp"), I hereby agree to release and discharge the camp on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I/We acknowledge that many camp activities involve strenuous physical exercise, and entail known and unanticipated risks, which in rare instances could result in serious physical or emotional injury, paralysis, or death. I/We understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the program. These activities include those noted on the Activities List as well as others not listed. There are also trips on rivers and into areas which may affect communications with camp or with rescue or medical facilities, and from where evacuation can take time. Furthermore, counselors and instructors have difficult jobs to perform. They seek safety at all times, but are not infallible.

2. The camp does not maintain locked gates, and does not represent that it can properly supervise or restrain a minor who wishes to run away. I/We understand that the camp cannot be responsible for a camper who leaves camp on his or her own. Except as disclosed to the camp in writing, I/We represent that the camper has no abnormal physical conditions and/or other conditions which have not been disclosed. Any condition must be accompanied by a doctor's certification attesting to the camper's ability to participate.

3. To the extent allowed by law, I/We waive, release, and agree to indemnify and hold harmless the camp from all rights and claims for damages, injury or loss to person or property which may be sustained or occur while at camp or on camp trips, or in any activity which is in any way connected with camp, or any use of its equipment or facilities, unless such claims are successful in defining negligent acts or omissions by the camp.

4. In consideration of the applicant, who is a minor, being permitted by the camp to participate in its activities and to use its equipment and facilities, I/We further agree to indemnify and hold harmless the camp, from any and all claims which are brought by, or on behalf of, the applicant, and which are in any way connected with such use or participation by the applicant.

5. By signing this document, I/We acknowledge that if anyone is hurt or property is damaged during the applicant's participation at camp, I/We may be found by a court of law to have waived my right to maintain a lawsuit against the camp on the basis of any claim from which I/We have released them herein.

6. I/We understand that my ward may not use, be in possession of, or distribute alcohol, tobacco, or other drugs. Failure to abide by this rule will result in his/her immediate dismissal. I/We understand that it is my responsibility to make arrangements for the immediate departure of my ward should they be found in violation of these rules.

7. I certify that I have adequate insurance to cover any injury or damage the applicant may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

8. If any provision of this contract is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect. The undersigned agree that this contract shall be deemed to have been entered into in Franklin County, Pennsylvania, and that Franklin County, Pennsylvania is designated as the proper venue and jurisdiction for the adjudication of any disputes arising out of this contract, and that the laws of the state of Pennsylvania shall apply. The terms of this contract shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

9. I/We have had sufficient opportunity to read this entire document. I/We have read and understood it, and agree to be bound by its terms.

10. Mercersburg Academy reserves the right to preserve the experience of the inclusive program community by dismissing any participant whose behavior is disruptive to the program, for an infraction of program guidelines, or for any physically or emotionally inappropriate action/behavior without obligation to refund any part of tuition and costs for the program.

Child's Name (Please Print) _____

Parent/Guardian (Sign Name) _____

Date ___/___/___

Parent/Guardian (Print Name) _____

Date ___/___/___

If you wish to restrict the child from any camp activities, please list them here: _____