



# Individual Release of Liability Form

## The Taylor Family Foundation at Camp Arroyo



Visiting Organization/Group Name

Participant Name

Address

City  State  Zip Code

County of Residence

Age of Participant at date of camp  Gender

Name of Guardian (if participant is a minor)

Relationship to Camper

Cell Phone  Home Phone  Work Phone

### PLEASE READ CAREFULLY – SIGNATURE REQUIRED

If the above-listed Participant is under 18 years of age, I hereby declare that I am authorized as their legal guardian to sign this Release of Liability Form on their behalf, and understand and agree that they are bound by all terms and conditions of this document.

In consideration of the services provided by The Taylor Family Foundation (“TTF”), the YMCA of the East Bay, and the East Bay Regional Park District and their respective agents, employees, directors, officers, contractors, volunteers (collectively the “Released Parties”), in connection with Participant’s participation in the Visiting Organizations program (“Program”) at Camp Arroyo, I as Participant or, if Participant is a minor, as parent/guardian of Participant agree as follows:

I am familiar with the Program and all of my questions about the Program, including questions concerning the details of activities, the physical conditions, and the Program’s location have been answered to my satisfaction. I understand that participation in the Program creates a risk of injury and I expressly acknowledge and assume the risk of such injury to the Participant. The following describes some of those risks:

- The Program involves outdoor activities where exposure to environmental risks includes poison oak, insects, snakes, and predators, unpredictable forces of nature such as storms, earthquakes and wildfires. Entering restricted areas on the property is prohibited and could be dangerous.
- The Program may require travel to an off-site activity by bus or vehicle and Program components may or may not include: arts and crafts, swimming, basketball, bocce ball, field sports, challenge course (includes rock wall, zip line, high and low ropes course elements), horseback riding, hiking, boating, and gardening. Possible injuries include, but are not necessarily limited to, sunburn, dehydration, heat stroke, slipping, falling, drowning, and other mild or serious injuries and conditions.
- All Participants will be required to take a swim test. Participants who do not pass the swim test will only be allowed in the shallow end of the pool with a lifejacket on. If the guardian of the above-named Participant does not want the Participant to wear a lifejacket, they may indicate so in the box on the next page\*.

I agree that this description of risks is not complete, and that unknown or unanticipated risks may result in property loss, injury, or death. I understand that the unique character of this Program is to serve participants who are medically fragile and/or high risk. I have submitted, to the best of my knowledge, complete health history information to the above-named organization and represent that Participant is free from medical or physical conditions that might create undue risk to the Participant. I represent that the Participant is fully capable of participating in this Program. Therefore, I assume and accept full responsibility and assume the risk of and for any injury, death, loss of personal property, and/or expenses that may result from Participant’s involvement in this Program, and I further agree to indemnify and hold harmless the Released Parties, Pacific Leadership Institute, Fort Miley Adventure Challenge Course, Challenge Works, Urban Park Concessionaires, Durham Bus Service, Avalon Transportation, Reins in Motion, Peggy James, SonRise Equestrian Foundation, Tony La Russa’s Animal Rescue Foundation, and Dog Therapy Inc. and each of their agents, employees, directors, officers, contractors, volunteers, and all entities associated with it to the fullest extent of the law, from any and all claims, damages, losses, or liability that may result from Participant’s involvement in the Program. I agree that this description of risks is not complete, and that unknown or unanticipated risks may result in property loss, injury, or death. I understand that the unique character of this Program is to serve participants who are medically fragile or high risk. I have submitted, to the best of my knowledge, complete health history information to the ENN and represent that Participant is free from medical or physical conditions that might create undue risk to Participant. I represent that Participant is fully capable of participating in this Program. Therefore, I assume and accept full responsibility for any injury, death, loss of personal property, and/or expenses that may result from Participant’s involvement in this Program, and I further agree to indemnify and hold harmless Exceptional Needs Network and their agents, employees, directors, officers, contractors, volunteers, and all entities associated with it to the fullest extent of the law, from any and all damages, losses or liability that may result from Participant’s involvement in the Program.

### FOOD ALLERGIES AND ALLERGIES NOTIFICATION, ACKNOWLEDGMENT, AND RELEASE OF LIABILITY

An environment free of allergens, including but not limited to food allergens, **CANNOT** be guaranteed at Camp Arroyo. While reasonable efforts will be made to serve food not containing allergens as an ingredient, Camp Arroyo prepares meals in a facility that uses nuts, soy, wheat, and other known allergens. Therefore, the Released Parties cannot guarantee that any particular food product is free of all traces of any particular allergen, that consumption of a food product will not result in some form of allergic reaction, or that the Participant will not come into contact with any allergens while at Camp Arroyo and participating in the Program. The undersigned acknowledges and agrees that he/she is aware of such risks and that participation in the Program will expose the Participant to food, activities and persons that may result in exposure to allergens and injury and, in that regard and assuming such risks, the undersigned hereby fully releases and discharges the Released Parties from any and all liability and/or responsibility to the Participant, the undersigned, or any third party for death and/or injuries to the Participant, and/or any direct, indirect, punitive, incidental, or any damages that arise out of or relate to Participant’s participation in the Program at Camp Arroyo and/or exposure to food allergens.

Participant/Parent/Guardian Initials \_\_\_\_\_

**DOG POLICY AT CAMP ARROYO**

In cooperation with Ordinance 38 of East Bay Regional Park District please note the following dog policy at Camp Arroyo:

- No dogs are allowed on site with the exception of service dogs.
- All service dogs must be on leash and with a human being at all times.
- Dogs' owners are responsible for immediately removing and properly disposing of dog excrement.

If a dog is on site and is not a service dog or there is any other violation of the dog policy, Camp Arroyo staff, including EBRPD, YMCA, or TTFF will call the East Bay Regional Park District Public Safety and they will be cited for violation of the park rules.

**PLI/FORT MILEY ADVENTURE CHALLENGE COURSE STATEMENT OF UNDERSTANDING AND LEGAL RELEASE**

This Release of Liability Form also covers participation in the Adventure Ropes Course offered by PLI, Fort Miley. I understand that certain elements of this program are physically demanding and that Participant should only participate in the Ropes Course if he/she is free of medical or physical conditions which might create undue risk to Participant or other participants. Participant is free from such conditions and I am aware that these activities involve a potential for injury to Participant and his/her property. To the extent that Participant participates in such activities, he/she does so *voluntarily* and I assume full responsibility for any loss and/or inconvenience resulting from Participant's participation. I further agree to indemnify and hold harmless the Released Parties, PLI, Fort Miley, the National Park Service, the San Francisco State University Foundation and each and all of their officers, directors, employees and agents from any and all liability incurred as a result of Participant's participation. I also agree that this Release of Liability shall serve as a complete legal release and assumption of risk for Participant's heirs, executors, and administrators, and all family members, including any minors.

**MEDIA/PHOTO RELEASE**

One of the best ways to explain our mission of supporting children is through photographs, artwork, videotape, digital recordings and testimonials of our program participants. We use these in our brochures, newsletters, annual report and website and other promotional outlets including television, newspaper, magazines articles and social media sites including Facebook.

I agree that videotape, photographs, digital recordings and testimonials taken of Participant or other materials created by Participant and submitted to TTFF, shall become property of and may be used by TTFF, In Harmony, Forever Young Foundation, Sophie's Place, and ABC 7, and others working for it or on its behalf, at its discretion, for any publicity or marketing purposes, and I hereby irrevocably consent and authorize such use without restriction.

In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to compensation arising or related to the use of the photograph. I hereby hold harmless and release and forever discharge TTFF from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

If you do not provide authorization for photographs or video footage of Participant(s) to be used, you must email our office at camp@ttff.org with your Participant(s) name and the dates that he/she will be at camp. This information must be provided within five (5) days of the first day the Participant arrives at camp.

**SOPHIE'S PLACE MEDIA RECORDING RELEASE**

I, the undersigned, do hereby consent and agree that Sophie's Place, its employees, or agents have the right to take photographs, videotape, or digital recordings taken of Participant and to use these in any and all media, now or hereafter known. I further consent that my name and identity may be revealed therein or by descriptive text or commentary.

I do hereby release to Sophie's Place, its agents, and employees all rights to exhibit this work in print and electronic form publicly or privately and to market and sell copies. I waive any rights, claims, or interest I may have to control the use of my identity or likeness in whatever media used.

I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback.

I also understand that Sophie's Place is not responsible for any expense or liability incurred as a result of my participation in this recording, including medical expenses due to any sickness or injury increased as a result.

**BY SIGNING BELOW, YOU UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS DOCUMENT**

<b>Participant Signature</b> (If age 18 or older)		<b>Date:</b>	
<b>Parent/Guardian Signature</b>		<b>Date:</b>	

**Please answer following questions:**

\*If the Participant does not pass the swim test, I give permission for them to swim in the shallow end without a lifejacket.  
(By checking **NO**, the Participant will be required to wear a lifejacket in the shallow end of the pool.)

Yes \_\_\_\_\_ / No \_\_\_\_\_

I give permission for the Participant to take part in the Adventure Challenge Course.

Yes \_\_\_\_\_ / No \_\_\_\_\_



I, \_\_\_\_\_ hereby consent to appear and be interviewed voluntarily and without compensation and waive all rights of privacy and publicity that I may have with respect to such appearance.

In consideration of possibly broadcasting or otherwise distributing that appearance, I grant to KGO Television, Inc. the irrevocable right to use, record, broadcast and distribute and to license and authorize others to use, record, broadcast and distribute, without further obligation or payment to me or my family, my name, voice, likeness, performance and/or statements for any and all purposes at any time in any and all media now known or later developed, including without limitation exploitation by all forms of television (including but not limited to broadcast, cable and other television type systems, radio, print and print media, videotape, audiotape, the Internet, on-line services and other telecommunications, wire, and/or computer drive media).

I understand that nothing in this Release shall obligate KGO Television, Inc. to use my appearance in any such program or further media. I also release and indemnify KGO Television, Inc., its parent, subsidiary and affiliated companies and each of their respective officers, directors, employees, agents and representatives (the "Releases") from and against any and all claims, liabilities, losses, damages, costs or expenses (including reasonable attorney's fees) arising out of my acts or statements in connection with any such appearance or use.

I sign this instrument knowingly, willingly, voluntarily and without reservation, free from any coercion or duress, and am fully aware of its contents and legal effects.

**Printed Name**

**Date:**

**Signature**

**Date:**

**IF SIGNATORY IS A MINOR, SIGNATURE OF PARENT/GUARDIAN:**

**Printed Name**

**Date:**

**Parent/Guardian Signature**

**Date:**