



Activity Waiver & Release

THIS ACTIVITY WAIVER & RELEASE (this "Agreement") BETWEEN:

_____ of _____
(Name of "Participant") (Address)
AND
Jameson INC of 2001 Bridgeport Road Indianapolis, IN 46231
(the "Activity Provider")

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

Consideration

1. In consideration of my/my child's participation in the Program, I, for myself/my child, and my heirs, executors, administrators, successors and assigns, hereby RELEASE and forever DISCHARGE Jameson Camp, and its successors, assigns, agents, independent contractors, officers, directors, staff, employees, and attorneys, both individually and in their representative capacities (collectively, the "Jameson Released Parties"), from any and all claims, demands, rights of action or liabilities of whatsoever nature, whether known or unknown, which I had, now have, may have or might in the future have against the Jameson Released Parties, including but not limited to, any and all claims, demands, rights of action or liabilities based upon any NEGLIGENCE on the part of the Jameson Released Parties based upon, arising out of, or in any manner connected with my participation in the Program. Furthermore, in consideration of my participation in the Program, I hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the Jameson Released Parties from any and all claims, demands, rights of action or liabilities of whatsoever nature (including bodily or psychological injury, loss of life or personal property and attorneys' fees) that any person had, now has, may have or might in the future have against the Jameson Released Parties, including but not limited to, any and all claims, demands, rights of action or liabilities based upon any NEGLIGENCE on the part of the Jameson Released Parties based upon, arising out of, or in any manner connected with my/my child's participation in the Program.

2. The Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

Details of Activity

3. The Participant will participate in the following activity: Jameson Camp Experiential Education Programming.

4. The Participant recognizes that the Program is designed to use experiential, engaging, teaching techniques, but that my participation is purely voluntary. At all times, I will choose my level of participation in any activity. I understand that climbing, ground initiatives, and other activities in the Program for which I/my child have enrolled, entails certain risks, including risk of injury and loss, both to person and property. I also understand that the risk of injury may include the possibility of permanent disability and death. Jameson Camp contains hiking trails and other wilderness areas in which participants may traverse that can involve hazardous conditions, uneven surfaces and rough terrain that could cause injury to persons and damages to property. I elect to participate in spite of these risks. I knowingly and voluntarily assume all risks involved in my participation.

Full and Final Settlement

5. I HAVE READ THIS ENTIRE RELEASE FROM LIABILITY AND INDEMNIFICATION AGREEMENT AND HAVE SO INDICATED BY SIGNING BELOW. I UNDERSTAND THAT THERE ARE MANY DIFFERENT AND UNAVOIDABLE RISKS INVOLVED IN PARTICIPATION IN THE PROGRAM, AND I AM RELEASING THE JAMESON RELEASED PARTIES FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF MY PARTICIPATION IN THE PROGRAM, INCLUDING ANY AND ALL SUCH CLAIMS AND LIABILITIES BASED UPON ANY NEGLIGENCE ON THE PART OF THE JAMESON RELEASED PARTIES. I FURTHER UNDERSTAND THAT I HAVE AGREED TO INDEMNIFY AND HOLD HARMLESS THE JAMESON RELEASED PARTIES FOR ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY ARISING OUT OF MY/MY CHILD'S PARTICIPATION IN THE PROGRAM, INCLUDING ANY AND ALL CLAIMS AND LIABILITIES BASED ON ANY NEGLIGENCE ON THE PART OF THE JAMESON RELEASED PARTIES.

6. I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me/my child during the entire period of participation in the Program.

Governing Law

7. This Agreement will be governed by and construed in accordance with the laws of the State of Indiana.

Emergency Contact

8. Participant's Emergency contact name: _____

Emergency contact phone number: _____

IN WITNESS WHEREOF the Participant has duly affixed their signatures under hand on this day _____
(Date).

(Participant Name Printed)

(Participant Signature (Guardian Signature if under 18))