

Camper Name

Misha Muskepo

Session

1

Camp Pinnacle Acknowledgement of Risk

In consideration of services of Pinnacle Adventures LLC, its owners, agents and affiliates, any independent contractors, and all other persons or entities associated with it (collectively referred to as "Camp Pinnacle"), and participation in camp

I Misha Muskepo (child referred to from this point as "Camper"), and

I Johan Jorgensen (parent or guardian) on behalf of Camper, myself, and my spouse if said spouse is also a parent or guardian of the Participant (collectively and individually referred to from this point as "Parent"),

(Camper and Parent individually and collectively referred to from this point as "we", "us", or "our"), **UNDERSTAND, ACKNOWLEDGE, AND AGREE TO THE FOLLOWING:**

RISK OF INJURY: While we acknowledge that Camp Pinnacle has an outstanding safety record and has taken reasonable measures in the development of an appropriate summer camp program, we know and understand that camp and outdoor activities cannot be 100 percent safe. While Camp Pinnacle does not intend to frighten or reduce our enthusiasm for the camp, we understand that due to the nature of camp, there remain risks that can result in loss or damage to property and/or loss or damage to the Participant.

Parent and Camper understand that many activities will be conducted during the camping session, including lake swimming, camping activities, and vigorous recreation in an outdoor environment and moving about the camp premises and at times, off-site.

Campers may suffer cuts, fractures and sprains, insect, reptile and other bites, plant and other allergies, food and water-related ailments, communicable diseases, parasitic or bacterial waterborne diseases, trauma from falls and contact with other persons and objects, heat and cold and other discomforts and possible injuries due to exposure to the natural elements, emotional upset and, in extraordinary cases, death, including by drowning. The risks described are inherent in the camp experience – that is, without them the experience would lose its basic character appeal and value. Other risks not named above may be encountered during the course of camp.

Campers may be subject to numerous risks, including but not limited to, environmental hazards and risks, including weather conditions, earthquakes, forest fires, landslides, flooding, steep slopes, water conditions (temperature, rapids, etc.), insects, snakes, bats, bears or other animal encounters, falling and rolling rock and timber, and hidden or unavoidable obstacles. Possible mild to serious injuries and illness include, but are not limited to, sunburn, hypothermia, frostbite, dehydration, poison ivy, ticks, mosquito bites and heatstroke.

TRAVEL: Travel may be by van, car, raft, canoe, paddleboard, other watercraft, bike, on foot, and by any other means, over rugged and often unpredictable terrain. Transportation to and from sites will typically involve passenger vans. We understand that these vans will travel on dirt and Forest Service roads as well as paved highways. We are aware of the risks of traveling in 15-passenger vans and accept this risk as a necessary component of the Camp Pinnacle experience

ASSUMPTION OF RISKS: Parent has discussed with Camper the activities and risks of camp; the Camper understands the activities and risks and Camper wishes to participate. Except with respect to those activities which are excluded immediately below, Parent and Camper ASSUME ALL OF THE RISKS of the camp experience, whether or not described above and whether or not inherent in the activities in which Camper will be participating.

HAVING READ AND CONSIDERED THE RISKS OF CAMP ACTIVITIES, PLEASE LIST ANY ACTIVITIES IN WHICH YOU DO NOT WANT YOUR CHILD TO PARTICIPATE: _____

☒ By checking the box to the left, I give permission for my child to participate fully in all Camp Pinnacle activities.

RELEASE OF ALL CLAIMS BY US AND COVENANT NOT TO SUE:

AS LAWFUL CONSIDERATION FOR BEING PERMITTED BY CAMP PINNACLE TO PARTICIPATE IN THE PROGRAM, WE, ON BEHALF OF OURSELVES, OUR HEIRS AND/OR SUCCESSORS, DO HEREBY RELEASE, DISCHARGE, WAIVE, AND PROMISE NOT TO SUE CAMP PINNACLE, AND/OR THEIR RESPECTIVE OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS ADMINISTRATORS, AGENTS, EMPLOYEES AND/OR VOLUNTEERS, AND/OR OTHER PARTICIPANTS, OFFICIALS, RESCUE PERSONNEL, SPONSORS, ADVERTISERS, AND/OR ALL OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PROGRAM FOR AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH ARISING FROM AND/OR RELATED TO OUR (PARTICIPANT AND PARENT) PARTICIPATION OR INVOLVEMENT IN THE PROGRAM.

Parent Initials: _____

Camper Initials: _____

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We further agree not to sue, claim against, attach the property of, or prosecute the United States Forest Service or National Park Service and all of their officers, members, organizations, agents and employees for any and all injury or death caused by or resulting from my participation in the activity, whether or not such injury or death was caused by their negligence or from any cause. Camp Pinnacle is required to notify all participants that, to the extent a court determines National Park Service or National Forest Service restrictions on waivers of liability apply to Camp Pinnacle as a matter of law, Camp Pinnacle's liability for negligence may not be waived while you are traveling on National Park Service Lands or United States Forest Service Lands.

DISMISSAL: Parent and Camper understand that Camp Pinnacle reserves the right to dismiss Camper from further participation in the camping program if the Camp determines, in its sole judgment, that Camper has violated camp rules and traditions, or has otherwise acted in a manner detrimental to the best interests of the camp and other Campers. Bullying or any type of sexual harassment will not be tolerated and will result in dismissal. Parent understands that *no deduction or refund will be made from the tuition fee for absences* (including dismissal) or for late arrivals or for withdrawals before the end of the session, except in cases of withdrawal during camp on camp doctor's orders. Parent understands that in such cases, the fee will be prorated. If this should occur, any additional transportation or other costs resulting from the early return home of Camper shall be borne by and be the responsibility of Parent.

LOSS OF OR DAMAGE TO PROPERTY: Parent understands that neither Camp Pinnacle nor any other Released Party is responsible for loss or damage to Camper's personal property or possessions in the absence of willful misconduct by such persons. Electronic devices, digital cameras, games (including cell phones), and any device with the capability of digital photography are *strictly prohibited*. Parent and Camper understand that Camp Pinnacle STRONGLY discourages campers from bringing valuables such as cell phones, electronic tablets, iPods, CDs, Gameboys and expensive jewelry. If Camper chooses to bring such items, Camper does so at his or her sole risk. Parent and Camper understand that Parent shall be liable for any damage to the property or facilities of Camp Pinnacle or of the property or facilities of others, including other campers, resulting in whole or in part from acts of Camper.

COST OF MEDICAL TREATMENT: Parent understands that Parent is financially responsible for any required medical services that Camp Pinnacle's staff and facilities cannot accommodate. These services include (but are not limited to) prescriptions, x-rays, sutures, physical therapy, lab work, dental and orthodontia work and emergency room visits. Parent is also responsible for the cost of emergency transportation by ambulance or air flight. Camp Pinnacle is authorized to exchange medical information with a third-party medical care provider. In the event that a local pharmacy does not accept the camper's insurance, but the camp doctor deems the prescription necessary, parents are responsible for the full cost of said prescriptions.

PHOTO RELEASE: Parent, for himself or herself and on behalf of the Camper, gives permission and consents to the taking of photographs, video, and interviews of Camper, and agrees that such photographs, videos, or interviews may be published and used for advertising, promotion, publicity, or any other reason that Camp deems appropriate in publications and internet websites related to Camp Pinnacle. Parent, for himself or herself and on behalf of the Camper waive all claims for any compensation for such use or for damage or loss caused by the use.

MEDIATION AND ARBITRATION AGREEMENT: We agree that if we have any legal dispute with Camp Pinnacle that cannot be settled through discussions between the parties, we will first attempt to settle the dispute through mediation before a mutually acceptable mediator. To the extent mediation does not result in a resolution, we agree to submit the dispute to binding arbitration through the American Arbitration Association in North Carolina. We also agree that we will pay all costs and attorneys' fees incurred by Adventure Treks in defending a claim or suit, if the claim or suit is withdrawn by me or if the court or arbitration determines that Adventure Treks is not responsible for the injury or loss.

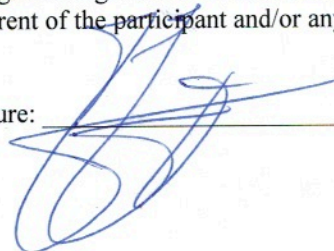
CHOICE OF LAW AND FORUM: Any and all disputes, claims, lawsuits and/or complaints we might have against Pinnacle Adventures LLC or its affiliates, individually and/or collectively shall be governed by the substantive laws of the State of North Carolina, and action, lawsuit or other proceeding initiated by use shall occur or be filed in Henderson County, North Carolina.

WE HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT ARE REASONABLE AND SHALL BE EFFECTIVE AND BINDING UPON THE UNDERSIGNED AND THEIR HEIRS, THE PARTICIPANT(S), ESTATES, AND PERSONAL REPRESENTATIVES, AND ALL MEMBERS OF OUR FAMILY, BOTH BEFORE AND AFTER THE MINOR PARTICIPANT REACHES MAJORITY.

Camper Signature: mm

Date: 4/30/14

I, the undersigned Parent/Guardian state affirmatively that I have legal custody over the Participant, a minor child, and have complete authority to sign this Agreement on the Participant's behalf. My consent and agreement to the terms hereof binds my spouse, the other parent of the participant and/or any other guardian or custodian who may also have authority to make such agreements.

Parent/Guardian Signature: 

Date: 4/30/14