

AGREEMENTS TO PARTICIPATE AT CAMP GRACE BENTLEY ("Agreement")

In order to allow any child to participate at Camp Grace Bentley ("CGB"), the child's parent(s) or legal guardian(s) must agree to the following (Please review carefully and seek legal counsel if necessary):

1. RELEASES AND INDEMNIFICATION AGREEMENTS AND ASSUMPTION OF RISK

In consideration of receiving permission for my son/daughter/ward to participate at CGB, I/We, _____ and _____, the Parent(s)/Legal Guardian(s) of _____ (the "participant"), hereby agree to **RELEASE and FOREVER DISCHARGE**, CGB, The Michigan League for Crippled Children ("MLCC") and their respective employees, administrators, directors, officers, counselors, medical personnel, independent contractors, volunteers, agents and insurers (collectively, the "Releasees") from and against all liability, costs and expenses of whatever kind or character (including without limitation attorney fees) arising out of or related to any loss, damage or injury (including all types of injuries ranging from minor scrapes and bruises to concussions, seizures and even death) that may be sustained by the participant or any of the property belonging to the participant or brought to CGB by the participant (hereinafter referred to as "participant's property") while participating at CGB (including any activities on or off the CGB or MLCC's premises), while on CGB or MLCC's premises or as a result of the administration of medical care to the participant. To the extent participant actively participates in an athletic or recreational sport at CGB ("recreational activity"), I/We also release either or both the sponsor, organizer, paid persons and volunteers ("limited Releasees") who coach or assist in conducting the recreational activity on behalf of the participant for liability for injury or death that results from the inherent risk of the recreational activity. This release on behalf of the participant is in addition to my/our release, but does not release the limited Releasees from their own negligence or the negligence of their employees or agents that causes or contributes to the participant's injury or death.

I/We also agree to **INDEMNIFY, DEFEND and HOLD HARMLESS** the Releasees from and against all liability, costs and expenses of whatever kind or character (including without limitation attorney fees) arising from or related to any loss, damage, personal injury (including all types of injuries ranging from minor scrapes and bruises to concussions, seizures and even death) or injury to property that is caused or sustained by the participant or arising from the participant's acts.

I/We are fully aware of and acknowledge the potential risks of serious personal injury associated with the participant participating at CGB and any risks inherent in any other activities connected with participating at CGB, including by way of example and not limitation, slip and fall accidents, choking, drowning, allergies to food and even death. CGB has provided me/us with an opportunity to ask any questions I/we may have about CGB or this Agreement and I/we are aware of its website at <http://www.campgracebentley.org> that provides additional information about CGB. I/We hereby agree to allow the participant to fully participate in all CGB functions and activities and voluntarily **ASSUME FULL RESPONSIBILITY** for any risks of loss, accidents, property damage or personal injury (including all types of injuries ranging from minor scrapes and bruises to concussions, seizures and even death) that may be sustained by the participant or any loss or damage to the participant's property while participating at CGB, while on CGB or MLCC's premises or resulting from the administration of medical care to the participant. Excluding the limited release I/we have provided on behalf of the participant, the foregoing releases indemnification and assumption of risk agreements include all liability, costs, expenses (including without limitation attorney fees), risk of loss, accidents, property damage and injury that arises from or is related to the partial or sole negligence of the Releasees, but not the gross negligence or intentional misconduct of the Releasees.

2. CONSENT TO ADMINISTRATION OF MEDICAL TREATMENT AND AGREEMENT TO MAINTAIN HEALTH INSURANCE

I/We consent to MLCC seeking reasonable and necessary medical treatment for the participant and agree to be responsible for any costs associated with such treatment. By way of example, treatment could vary from the routine administration of Tylenol to securing emergency treatment for the participant.

By signing this Agreement, I/we certify that I/we have sufficient health care coverage for the participant and such coverage will be maintained while the participant is at CGB.

3. CONSENT FOR PARTICIPANT TO BE PHOTOGRAPHED OR VIDEOTAPED

I/We give permission for the participant to be photographed and videotaped in CGB activities and allow MLCC or any media outlets approved by MLCC to use these photographs/video tapes for any use MLCC deems in its sole discretion to be fit, including without limitation, the use of photographs/video tapes for promotional purposes.

4. AGREEMENT TO PICK UP PARTICIPANT IF MLCC DEEMS IT NECESSARY

In the event MLCC in its sole discretion deems it necessary to send the participant home early (including for example due to participant's illness, behavior or inability to function under the current 3:1 camper to counselor ratio), I/we agree to pick up the participant within 24 hours of MLCC's notification.

5. MISCELLANEOUS PROVISIONS

This Agreement will survive and bind me/us unless and until a subsequent agreement is signed by me/us.

The represents the entire and integrated agreement regarding the terms and conditions that I/we must agree to in order to allow the participant to participate at CGB and supersedes prior negotiations, representations or agreements, either written or oral. I/We further acknowledge that the execution of this Agreement intends that in the event of my/our death, this Agreement shall be binding on my/our estate(s), heirs, beneficiaries or any other successors in interest.

In the event any parts of this Agreement are held to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the invalid parts were deleted, or such invalid parts shall be deemed to be modified in a manner consistent with the intent of such invalid part, so as to make it valid and enforceable, and this Agreement and application of such parts to person or circumstances other than those with respect to which it would be invalid or unenforceable shall not be affected thereby.

Michigan law shall govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement.

SIGNATURE BELOW VERIFIES THAT EACH OF THE UNDERSIGNED HAS READ, FULLY UNDERSTANDS AND AGREES TO ALL THE TERMS AND CONDITIONS STATED IN THIS AGREEMENT.

(Signature of Parent/Legal Guardian)

Date

(Signature of Parent/Legal Guardian)

Date

(If the participant has two parents, both will be required to sign this Agreement.)

Print Name of CGB Participant