ESTELITA'S LIBRARY FREEDOM SUMMER CAMP

Waiver, Release of Liability, Assumption of Risk & Parental Consent for Physical Activity

Please read this entire document carefully before signing. It affects your legal rights.

PARTICIPANT & GUARDIAN INFORMATION

Participant's Full Name	Date of Birth / Age
Parent/Guardian Full Name	Relationship to Participant
Home Address	City / State / ZIP
Primary Phone	Email
Emergency Contact (Name)	Emergency Contact Phone

This Waiver applies to all camp sessions, activities, and dates in which the Participant is enrolled during the current program year, unless a separate form is required.

1. THE PROGRAM AND ACTIVITIES

Estelita's Library (the "Organization") offers a summer camp and related youth programming that includes physical and recreational activities (collectively, the "Activities"). These Activities may take place indoors or outdoors, on or off the Organization's premises, and may include, without limitation: active games, sports and exercise; running, jumping, climbing, and play on equipment or playgrounds; dance, movement, and yoga; walking field trips and excursions; gardening; arts, crafts, and hands-on projects; water play; and transportation to and from off-site locations. I (the "Parent/Guardian") understand the nature of these Activities and represent that my child (the "Participant") is physically and emotionally able to participate.

2. ACKNOWLEDGMENT AND ASSUMPTION OF INHERENT RISKS

I understand that physical activity, by its nature, carries inherent risks that cannot be eliminated regardless of the care taken to avoid injury. I acknowledge that participation is voluntary and that the Participant assumes these risks. I understand that risks associated with increased physical activity, while generally uncommon, may include:

- temporary shortness of breath similar to that of moderate exercise;
- muscle soreness, strains, sprains, cramps, or fatigue;
- dizziness, lightheadedness, or fainting;

- elevated blood pressure, irregular heartbeat, or, in rare cases, more serious cardiac events;
- minor injuries such as cuts, scrapes, bruises, blisters, and skin or insect irritation;
- more serious injuries, including broken bones, dental injuries, concussion or other head injury, heat-related illness, and, in rare instances, permanent disability or death;
- exposure to communicable or infectious illness; and
- previously unknown or unanticipated risks.

I further understand these risks may result from the Participant's own actions or inactions, the actions or inactions of others, the condition of the premises or equipment, weather, or other causes. Having been informed of these risks, I knowingly and voluntarily accept and assume all such risks, both known and unknown, on behalf of myself and the Participant.

3. RELEASE AND WAIVER OF LIABILITY

In consideration of the Participant being permitted to participate in the Activities, I, on behalf of myself, the Participant, and our respective heirs, executors, administrators, successors, and assigns, hereby **RELEASE, WAIVE, AND FOREVER DISCHARGE** Estelita's Library and its directors, officers, employees, staff, instructors, agents, volunteers, contractors, and representatives (collectively, the "Releasees") from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and expenses of any kind — including those arising from the **ordinary negligence** of any of the Releasees — for any loss, damage, injury (including catastrophic injury or death), or harm to person or property arising out of or in any way connected to the Participant's presence at or participation in the Activities, to the fullest extent permitted by law.

I intend for this release to be as broad and inclusive as is permitted by the laws of the State of Washington. I understand that this release does not, and is not intended to, waive any claim to the extent prohibited by law, and that nothing in this document releases the Releasees from liability for gross negligence or willful or wanton misconduct.

4. COVENANT NOT TO SUE AND INDEMNIFICATION

To the fullest extent permitted by law, I agree **not to sue** the Releasees for any claim released above, and I agree to **indemnify, defend, and hold harmless** the Releasees from and against any and all claims, liabilities, losses, damages, judgments, costs, and expenses (including reasonable attorneys' fees) brought by or on behalf of the Participant, or by any third party, arising out of or related to the Participant's participation in the Activities, except to the extent caused by the Releasees' gross negligence or willful misconduct.

5. MEDICAL TREATMENT AUTHORIZATION

In the event of injury or illness, I authorize the Organization's staff to administer or obtain first aid and emergency medical care for the Participant, including transport to a medical facility and treatment by qualified medical personnel. I understand that the Organization will make reasonable efforts to contact me using the emergency information I have provided. I accept financial responsibility for any medical care provided and understand that the Organization does not carry medical or health insurance for participants. The Participant is covered by the family health insurance identified below (if any).

Allergies / Medical Conditions / Medications	Physical Limitations or Special Needs
Health Insurance Provider	Policy / Member ID
Physician Name	Physician Phone

6. AUTHORITY OF PARENT/GUARDIAN

I represent that I am the parent or legal guardian of the Participant with full authority to sign this document on the Participant's behalf. I understand that under Washington law a parent or guardian generally cannot waive a minor child's own right to bring a future claim for negligence, and that the release and covenant not to sue in Sections 3 and 4 are intended to (a) release and waive my own individual claims to the fullest extent permitted, and (b) apply to the Participant's claims to the maximum extent the law allows. The acknowledgment and assumption of inherent risks in Section 2 is intended to apply fully to both me and the Participant.

7. PHOTO AND MEDIA RELEASE

I grant the Organization permission to photograph and record the Participant during the Activities and to use such images, video, audio, and likeness for the Organization's educational, promotional, fundraising, and community purposes, including on social media and the Organization's website, without compensation. **Initial to consent: _____** / **Initial to decline: _____**

8. GENERAL PROVISIONS

- **Governing Law.** This document is governed by the laws of the State of Washington, and any dispute shall be brought in the state or federal courts located in King County, Washington.
- **Severability.** If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be enforced to the greatest extent permitted by law.
- **Entire Agreement.** This document is the complete and exclusive agreement regarding its subject matter and supersedes any prior understandings.
- **Voluntary and Informed.** I have had the opportunity to ask questions and to seek independent legal advice before signing.

ACKNOWLEDGMENT AND SIGNATURE

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND PARENTAL CONSENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Printed Name _____ Phone _____

For participants age 13 and older (optional acknowledgment):

Participant Signature _____ Date _____