

Big Island 2012 Summer Music Camp

PARTICIPANT LIABILITY WAIVER (PAGE 1 OF 2)

PARTICIPANT NAME: _____

Part of the magic of summer camp is that the activities take place in the outdoors and all campers are invited to actively participate. Obviously, with these activities comes some risk. Our purpose in this disclosure is not to worry you, but to point out that there are risks connected with the fun, excitement, and adventure of a camp experience.

IMPORTANT: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. IT IS UNDERSTOOD THAT THIS FULLY SIGNED FORM MUST BE SUBMITTED TO ISLAND DIGITAL ARTS, INC. BEFORE ANY PARTICIPANT IS ALLOWED TO TAKE PART IN ANY CAMP ACTIVITY.

Big Island Summer Music Camp is being run by Island Digital Arts, Inc. A corporation with a pending non-profit 501c status. Island Digital Arts has contracted to provide the camp facility, staff, food and lodging for the Camp. As consideration for, and as an express requirement of participation in Camp activities, we require, and are materially relying on the requirement that the participant understand and agree to a waiver of any and all claims they might have against Island Digital Arts, Inc. and The Bamboo Oasis, its officers, directors, employees, agents, independent contractors and other representatives, as well as agree to be bound by other terms and conditions stated in this Waiver. As this is a binding legal document, you should read this document carefully before signing.

By signing this Waiver, and to the extent permitted by law, you waive any and all claims for damages for death, personal injury, loss or property damage which you may have or which may hereafter accrue to you or your child against Island Digital Arts, Inc. its officers, directors, employees, agents, independent contractors and other representatives (hereinafter referred to jointly and severally as "iDigArt.org") as a result of your or your child's participation in the Camp, and as related to the nature, type or condition of the events involved, and/or with respect to the condition of the sites involved, and/or with respect to the supervision provided, and/or with respect to the activities performed, whether or not caused by the negligence (active or passive) of iDigArt.org.

This Waiver is signed in order for you or your child to participate in this activity for his or her own personal enjoyment and benefit and is done so freely with full knowledge of the risk and dangers incident thereto. It is acknowledged that the Participant will be living in a simple cabin with the inherent dangers and risks associated with camp activities, which include, but are not limited to: swimming, snorkling, hiking, wading, climbing... By signing this agreement, you further acknowledge that you agree to assume and bear sole responsibility for these dangers and risks and to absolve and hold harmless iDigArt.org from any and all risks of any nature and kind associated with camp activities. You also agree to indemnify, defend, and hold iDigArt.org free and harmless from any and all expenses, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including but not limited to interest, penalties, attorney's fees, expert witness fees, costs, and other expenses) of any nature or kind which are incurred by the indemnity ("losses"), known or unknown, contingent or otherwise, directly or indirectly arising from or related to Participants participation in Camp activities.

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PARTICIPANT LIABILITY WAIVER (PAGE 2 OF 2)

PARTICIPANT NAME: _____

No refund or adjustment is made, and no prior notice is made, if iDigArt.org changes its program by adding, altering, or deleting activities as deemed necessary by the Camp Director. It is also understood and agreed that iDigArt.org has made no promise or pledge, express or implied, to provide any special facilities or services to those with any medical problems, health problems, or physical disabilities, including but not limited to accommodation of special diets, other than as expressly set forth in the Health History and Examination Form (for iDigArt.org programs), and which iDigArt.org, in its sole discretion, predetermines it can reasonably provide based solely upon the information and Camper's history provided in said Health History and Examination Form, and the inherent limitations of Camp staff and facilities.

Further, you understand and agree that, for the safety and comfort of everyone, the Camp is a non-smoking camp, except in designated areas, and is in conformance with all applicable laws governing drug use, alcohol use by minors, environmental protection, health, and safety. Rules established to protect the property, privacy and safety of the Camp, Campers, and iDigArt.org will be enforced. Participants willful violation of Camp rules can lead to dismissal from Camp. iDigArt.org reserves the right to dismiss or remove Participants for misbehavior at any time. You acknowledge that if Participant is dismissed or otherwise removed from the Camp they will be completely responsible for making arrangements for transportation, and that iDigArt.org shall make no refunds of any funds paid in association with this Camp.

You agree that iDigArt.org may use any pictures, videos, or sound recordings taken of Camper during camp time. This agreement hereby incorporates by reference in their entirety as if fully set forth herein, the Participants Camper Registration Form or the Health History and Examination Form. To the extent there are any conflicting terms and conditions in the incorporated agreements hereto, this Participation Liability Waiver shall control and supersede any such provisions. This agreement shall represent the full and complete agreement between the parties, and any modification of the terms set forth herein shall be effective only if in writing and signed by all parties hereto. The parties to this agreement stipulate that this agreement shall be considered to have been entered into in Pahoa, Hawaii, and that any interpretation of the terms of this agreement shall be made under Hawaii law, without respect to its conflict of laws provisions.

I certify that I have read this document and that I understand and agree to all of the foregoing information, terms, and conditions.

Signature of Participant: _____

Signature of Parent(s): _____

Date: _____

Select one:

Camper

Staff/Volunteer

Family of Staff