

WAIVER AND RELEASE OF LIABILITY

MILWAUKEE COUNTY HISTORICAL SOCIETY, INC. DAY CAMP

I understand that during my child's access to and use of the Milwaukee County Historical Society, Inc. ("MCHS") day camp, my child may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in such use and cannot be eliminated without destroying the unique character of the day camp. These inherent risks include, but are not limited to, the dangers of serious personal injury, death and disability ("Injuries and Damages") from exposure to the hazards of camp grounds, physical exertion, camp crafts and activities, and other camp attendees and staff. Hazards could include cardiac and/or respiratory distress, physical injury, and food-borne illnesses, allergies or choking hazards. I fully understand that MCHS has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or by the activities of other persons, other participants and staff or third parties, either as a result of negligence in the operation or maintenance of the camp grounds and/or surrounding areas or because of other reasons. I understand the risks of such Injuries and Damages involved in the use of the day camp. I further understand that there may not be rescue or medical facilities or expertise onsite necessary to deal with the Injuries and Damages to which my child may be exposed.

In consideration for my child's access to and use of the day camp, and the services and amenities provided by MCHS, I confirm my agreement that:

- **RELEASE OF LIABILITY** - To the fullest extent allowed by law, I intend to and agree to **WAIVE AND RELEASE FROM LIABILITY** MCHS and its officers, directors, employees and agents on account of, or in any way resulting from, death, personal injury, and property damage relating to my child's access to or use of the MCHS day camp, even if caused by the **NEGLIGENCE** of MCHS or its respective officers, directors, employees and agents. Such negligence could involve (a) the negligent instruction, operation and/or supervision of activities or attendees at the day camp, (b) the negligent operation and maintenance of the grounds, facilities and/or equipment, (c) the negligent provision or omission of emergency response services; and (d) the negligent hiring, training and supervision of camp staff. I understand and intend that this assumption of risk and release is binding upon my child's and my heirs, personal representatives and assigns. Nothing in this document shall be construed as a release of any reckless or intentional conduct of MCHS or its officers, directors, employees or agents.
- I have read the MCHS Day Camp Agreement and the rules and guidelines stated therein for use of and access to the day camp, and I acknowledge my child's continued use and access is at the discretion of MCHS.
- If any provision or any part of any provision of this document is held to be invalid or legally unenforceable for any reason, the remainder of this document shall not be affected thereby and shall remain valid and fully enforceable.
- I am the legal guardian of the child identified below and am authorized to sign this Waiver and Release of Liability on his/her behalf. I have read this document in its entirety and I freely, voluntarily and knowingly choose to execute it. I acknowledge that there are other day camps in which my child could participate if I did not wish to sign this waiver. **I hereby waive any right I may have to bargain** for different terms of this waiver and recognize that a narrower waiver would increase the costs I would have to pay for my child's use of the day camp or could limit or preclude my child's participation.
- **I understand the health and associated risks inherent in day camp activities and the use of day camp grounds.** I certify that my child is in good health and that I have consulted with qualified persons in the medical profession and obtained clearance for my child to participate in camp activities.

Print Child's Name: _____

Legal Guardian's Signature: _____ Dated: _____

TRIMBORN FARM – MILWAUKEE COUNTY HISTORICAL SOCIETY
2011 DAY CAMP AGREEMENT

Please complete the following using a separate form for each camper.

Child's Name: _____

PARENTAL CONSENT

1. I give my consent for the Milwaukee County Historical Society (MCHS) staff to act on my behalf to obtain emergency care and treatment if deemed necessary for my child.
2. I understand if my child requires medication of any kind, I will provide a completed Medication Form. I further understand that my child is responsible for self-medicating.
3. I give my consent for MCHS staff to apply sunscreen and insect repellent to my child as conditions warrant.
4. I understand that my child will be in an outdoor, natural setting which involves exposure to insects. To ensure the safety of all campers, my child is expected to follow the rules and expectations set out by MCHS staff.
5. I understand that MCHS reserve the right to remove a camper if it is found he/she requires an unusual amount of individual attention, whether due to special needs or behavior problems, or if the staff feel that the camp is unable to meet the needs of the camper effectively.
6. I understand the MCHS summer camps have limited accommodations for children with special needs.

PAYMENT OF FEES

1. I understand the fee for each camp is due two weeks prior to the start date. Space cannot be guaranteed without receipt of payment. No fee credit will be given for days missed during the week.
2. I understand that a fee of \$5.00 per 15 minutes or any portion thereof is charged for my child arriving before or remaining after any program for which he/she is registered.
3. I understand I must cancel by July 18, 2011 in order to receive a refund of my camp fees, less a \$15.00 **non-refundable** deposit. **I understand that my camp fee is completely non-refundable after July 18, 2011.**
4. I understand that MCHS reserves the right to cancel any camp and that I will receive a full refund in such an event.

I/We understand and agree to abide by the above policies.

Printed name of parent/guardian 1

Printed name of parent/guardian 2

Signature of parent/guardian 1

Signature of parent/guardian 2

Date

Date