

The Colonial Williamsburg Foundation

ACCIDENT WAIVER, RELEASE OF LIABILITY & INFORMED CONSENT FORM

Thank you for your interest in the Colonial Williamsburg Camp ("The Camp") operated by The Colonial Williamsburg Foundation ("CWF"), for the week(s) of _____. We request your understanding and cooperation in maintaining both your safety and health by reading and signing the following Accident Waiver, Release of Liability & Informed Consent Form (the "Release and Waiver"). Every person must read and understand this waiver before participating in The Camp and all other activities connected therewith (collectively, the "Activities"). This Release and Waiver is legally binding. If you require clarification on any aspect of this form, please consult an attorney of your choice. **IN SIGNING THIS DOCUMENT YOU ARE WAIVING THE RIGHT TO BRING A COURT ACTION TO SEEK COMPENSATION OR OBTAIN ANY REMEDY FOR ANY PERSONAL INJURIES, DAMAGE TO PROPERTY, ACCIDENT OF ANY KIND, INCLUDING DEATH, WHICH MAY OCCUR WHEN YOU PARTICIPATE IN ANY ACTIVITIES. IN ADDITION, YOU ARE AGREEING TO COMPLY WITH ALL POSTED WARNINGS AND INSTRUCTIONS AND ORAL INSTRUCTIONS OF CWF STAFF.**

1. **I hereby assume the risk** of all personal injury (including at the hands of a third party), damage to property, and injury to third parties that arise out of or relate to in any way to my past, present or future participation in Activities, and further agree that CWF, its employees, and its affiliates have no duty to undertake first-aid or rescue operations or procedures in the event of any such physical or emotional injury or property damage. I agree to comply with the rules, regulations and safety procedures governing the Activities as posted and as instructed by CWF at all times.

2. I certify that I am appropriately dressed to participate in the Activities, that my clothing will not present any danger to myself or others during my participation, and that I am wearing close-toed shoes.

3. In consideration of permitting me to participate in the Activities, **I HEREBY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS** CWF, their instructors, principals, members, employees, affiliates, owners, subsidiaries, directors, representatives, successors, predecessors, partners, officers, agents, assigns, servants, insurers, participants, and all other persons, firms, partnerships, or corporations connected therewith (all of whom collectively referred to as the "Released Parties") from any and all liability, claims, demands, suits, actions, costs, expenses, medical fees, attorneys' fees, loss and damage arising out of my participation, including but not limited to, such claims that may result from my injury or death during or arising in any way from the Activities and whether that injury or death - whether foreseeable or not - may result from my own negligence, or the negligence of Released Parties; and, hereby take action for myself, my assigns, executors, administrators, heirs, next of kin, successors, representatives, guardians and assigns, as follows:

(a) **I RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE** Released Parties from any and all responsibility or liability for injuries to the person or property of the undersigned incurred as a result of participation in the Activities, or presence upon CWF property, whether caused by the negligence of the Released Parties, or others acting on their behalf or in their interest.

(b) I hereby expressly agree that this Release and Waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia and that if any portion hereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

(c) I, being of lawful age, or acting on the behalf of a minor/child for whom I represent and warrant I have legal authority to execute contracts, do for myself and, if applicable, such minor/child, and our respective assigns, executors, administrators, heirs, next of kin, successors, representatives, and guardians hereby release and forever discharge Released Parties, from any and every claim, demand, action or right of action, of whatsoever kind of nature, arising from or by reason of any bodily injury or death which may occur as a result of my participation in the Activities. The reference to "I" in this document shall be construed to refer to all adult signatories as well as the minors for whom they may be acting.

4. **I further state that: I have been provided an ample opportunity to read, and have carefully read, the foregoing Release and Waiver, and know the contents thereof and have signed this Release and Waiver as my own free act, and; this Release and Waiver shall be binding upon me and upon my assigns, executors, administrators, heirs, next of kin, successors, representatives, and guardians. I understand and agree that if I, or anyone on whose behalf I am acting, initiates any suit of action at law against any of the Released Parties for any loss or injury, no matter how minor or severe, to my person or property or the person or property of the person for whom I am acting, that this document will be used in court. I also understand that by signing**

this form, I am voluntarily giving up any right I might have to sue or make a claim which I might have or which might subsequently arise or occur in connection with participating in the Activities or presence at CWF, and which rights may be substantial.

Signature: _____ *Printed Name:* _____

Date: _____ *(If under 18 years old, parent or legal guardian must also sign.)*

Parent or Legal Guardian Signature: _____ *Parent/Legal Guardian Printed Name:* _____

Date: _____