

**CAMP WAR EAGLE
CAMPER POLICY AGREEMENT,
ASSUMPTION OF RISKS AND AGREEMENTS
OF RELEASE AND INDEMNITY
(Requires Signature of Parents or Guardian)**

To Parents and Guardians of Campers:

Following are several Camp War Eagle policies with regard to general and specific issues concerning your child(ren) (hereinafter referred to as “Camper”) along with AN ASSUMPTION OF RISKS AND AGREEMENT OF RELEASE AND INDEMNITY. Please read these policies and agreements carefully. Please feel free to call Camp War Eagle and discuss these policies and agreements, or any issues or questions you have regarding these policies and agreements. When you have read and understood the following policies and agreements **please sign both copies of the “CAMPER POLICY AGREEMENT, ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY”** indicating your understanding of said policies and agreements, and your agreement to abide by them with regard to your Camper and yourself, and return one of them to Camp War Eagle no later than the assigned deadline. If you have multiple children attending Camp War Eagle, you may sign one agreement for all of your children. We hope that by reading and understanding these policies the result will be to help ensure a smooth and satisfactory experience for your Camper at Amazing Camp War Eagle. **AN UNALTERED, SIGNED “CAMPER POLICY AGREEMENT, ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY” IS A REQUIREMENT FOR ATTENDANCE AT CAMP WAR EAGLE. THE AGREEMENT MUST BE SIGNED BY BOTH PARENTS OR THE CHILD’S LEGAL GUARDIAN (BOTH REFERRED TO AS “PARENT”). NO CHILD CAN BE ADMITTED TO CAMP WAR EAGLE WITHOUT A SIGNED “CAMPER POLICY AGREEMENT, ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY” ON FILE.**

NON-ADMINISTRATIVE ISSUES

- 1. Telephone Calls.** Campers are not allowed to receive or make telephone calls while in attendance at Camp War Eagle. Please feel free to call the Camp Director if you need to discuss anything relating to your child.
- 2. Visitors.** Campers are not allowed to receive or have visitors while in attendance at Camp War Eagle. There are no exceptions to this policy except in the case of serious illness or death of a family member. Such exceptions are allowed at the sole discretion of Camp War Eagle and must be cleared **in advance** with Camp War Eagle.
- 3. Attendance.** Campers must be in attendance during the entire camp session. Campers are not allowed to come and go during a session. Campers are required to arrive on Opening Day and are not permitted to leave prior to Closing Day of the camp session. Exceptions are allowed at the sole discretion of the Camp Director and must be cleared **in advance**. Camp War Eagle reserves the right to not allow campers that leave early to return in future years.
- 4. E-mails/Faxes.** Campers are allowed to receive faxes and/or e-mail messages. **There is a charge per event** for this service.
- 5. Food Packages.** **Candy, food and gum are not allowed to be brought or sent to Camp War Eagle.** All such items will be confiscated and discarded. **They will not be returned.**
- 6. Controlled Substances.** Alcohol, tobacco or illegal drugs are not allowed at Camp War Eagle. Possession or use of any of these substances will result in immediate termination of the camper’s enrollment and the camper will be sent home immediately.
- 7. Use of Visual Images.** I hereby give Camp War Eagle permission to make visual images (photographs, movies) of my child and to use such visual images for display on the Camp website, in marketing materials or in Camp videos, and I hereby release Camp War Eagle from any and all liability related thereto.
- 8. Internet Related Policies.** Camp War Eagle views social networking sites (e.g., Facebook, MySpace), personal Web sites, and Web logs positively and respects the right of campers to use them as a medium of self-expression. If a camper chooses to identify himself or herself as a camper of Camp War Eagle on these sites, some readers may view the camper as a representative of Camp War Eagle. Camp War Eagle requires that campers and their families observe the following guidelines when referring to Camp War Eagle, its programs or activities, its campers, and/or employees, on these Internet sites.
 - a. Campers must be respectful in all communications and blogs related to or referencing Camp War Eagle, its campers, and/or employees.
 - b. Campers must not use obscenities, profanity, or vulgar language.
 - c. Campers must not use these sites to disparage Camp War Eagle, campers, or employees of Camp War Eagle.

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- d. Campers must not use these sites to harass, bully, or intimidate other campers or employees. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, or disability; sexually suggestive, humiliating, or demeaning comments; and threats to stalk, haze, or physically injure another camper or employee.
- e. Campers must not use these sites to discuss engaging in conduct that is prohibited by Camp War Eagle policies, including, but not limited to, the use of alcohol and drugs, sexual behavior, sexual harassment, and bullying.
- f. Campers must not post inappropriate pictures of campers or staff members. This category includes but is not limited to pictures of campers participating in activities that violate Camp War Eagle policy (e.g., alcohol, drugs, and/or sexual behavior), and pictures of campers who are not clothed or partially clothed.
- g. Camp War Eagle does not host or sponsor a social networking site. The use of our copyrighted camp name or logo is not allowed without written permission.

ADMINISTRATIVE ISSUES

1. Applications. A fully completed application is a requirement for attendance at Camp War Eagle. Applications need to be returned, fully completed, to Camp War Eagle on or before the assigned deadline. Final processing cannot be completed without a fully completed application.

HEALTH AND MEDICAL

1. Health Forms. Health Forms and Health Screenings are required of all War Eagle Campers. These forms must be returned on or before the assigned deadline. The “**Parent’s Authorization**” section of the Health Form **must be signed by a parent or legal guardian.**

2. Admittance. Campers will not be admitted to Camp War Eagle on Opening Day if they are suffering from a fever, contagious disease or other illness that might negatively affect the general Camp population. Should such conditions arise, parents or guardians agree to contact Camp War Eagle prior to the child arriving at Camp War Eagle to discuss alternate arrangements. Should such condition not be detected until the arrival of the child at Camp War Eagle, parents understand and agree that alternate arrangements may need to be made at the parents’ expense. **Denial of admittance to Camp War Eagle based on health issues is at the sole discretion of the Camp War Eagle Medical Staff.**

3. Injury/Illness. Should your child become ill or injured while at Camp War Eagle, parents will be notified if, at the sole discretion of the Camp War Eagle Medical Staff, such notification is necessary, and is usually reserved for emergency situations. If at any time you have a question or concern regarding the health status or safety of your child, please feel free to contact Camp War Eagle. We will be happy to discuss said issue with you.

4. Medical Bills. Medical Bills incurred while in attendance at Camp War Eagle are the responsibility of the camper’s family. Camp War Eagle is not responsible for any medical bills incurred while in attendance at Camp War Eagle. All campers should have primary medical insurance.

5. Medical Release. I hereby give my permission to the medical personnel selected by Camp War Eagle to provide routine healthcare, to administer medications, both over the counter and prescriptions, to order x-rays and routine tests, to hospitalize, secure proper treatment for and to order injection, anesthesia or surgery for my child(ren) named on this form. In addition, I authorize Camp War Eagle or its designees to provide or arrange necessary related transportation for me or my child(ren). In addition, I authorize the release of all records, x-rays, notes and any other medical information to Camp War Eagle or its designee.

ACTIVITIES

1. Activity Permission. The War Eagle camping experience has been described in its brochure and other materials, which I (parent and/or legal guardian) have reviewed and discussed with my Camper. I understand that in addition to traditional camping activities, including, but not limited to, sports, horseback trail riding, horsemanship, riflery, archery, crafts, boating and waterfront activities, Camp War Eagle offers its campers a challenge course (a series of cables and structures of varying heights, some up to 60 feet, on and through which the camper will walk, swing and otherwise travel, relying for support on staff), water slides and other waterfront devices, rappelling, bouldering, and hunter safety. Camp activities are listed on the Activity Descriptions sheet, which has been reviewed by me and my Camper. Most campers pre-select their morning activities either on-line or using the form provided. I understand and agree that the failure to complete the activity form will result in camp activities being assigned to my camper, regardless of preference. I understand that my Camper may participate in activities located off Camp War Eagle property. I understand that my Camper will be participating in strenuous activities that will have inherent and other risks or dangers associated with them. I understand that I may ask any questions of the Camp War Eagle Staff to get a full and complete understanding of any such risk or danger associated with any camp activity. I hereby give my Camper permission to participate in all Camp War Eagle activities, unless specified in written notice to the camp by me. I also hereby give my Camper permission to be transported to and from all activities by Camp van, bus and/or boat or by vehicles contracted by Camp War Eagle to transport my Camper.

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2. Additional Activity Permission. I understand that the Camp War Eagle experience is not limited to the summer and that my Camper may have the opportunity to participate in Camp Ware Eagle activities throughout the year, including those activities sponsored by “Ozone”, a year-round follow-up program, weekend retreats, and other miscellaneous events sponsored by or affiliated with Camp War Eagle. I hereby give my Camper permission to participate in all such activities and to be transported to and from all such activities. In addition, I give my permission to Camp War Eagle staff and Camp War Eagle volunteers to contact my Camper and visit with them in school and non-school settings.

ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY

In consideration of the Camper’s opportunity to enroll in Camp War Eagle and participate in its activities as described above, including both activities during the summer and those affiliated activities occurring throughout the year, Parent, for himself, herself or themselves, and on behalf of Camper acknowledges and agrees as follows:

1. Assumption of Risks. I understand that the Camp’s activities range from mild to strenuous and, like all outdoor recreation, they include inherent and other risks and dangers which can cause sprains, breaks, cuts, bruises, emotional trauma, illnesses and the remote possibility of serious injury or death. I (we) have reviewed the camp’s brochure, website, Activity Descriptions sheet and other materials describing the activities offered. I understand the activities and their risks and have discussed them with my Camper. I acknowledge that I have been able to ask questions of the Camp War Eagle staff regarding risks or dangers associated with the Camp’s environment and activities. For myself, and on behalf of my Camper, I acknowledge and assume all risks of enrollment at Camp War Eagle, inherent and otherwise, and whether or not described above or in the materials provided to me by the camp.

2. Agreements of Release and Indemnity. Further, for myself and on behalf of my Camper, to the maximum extent allowed by law, I release, and agree not to bring any cause of action, against Camp War Eagle, its owners, managers, employees, medical personnel, contractors or any related parties for liability or claims of any nature, including loss or damage to property, personal injury or death, suffered by me or my Camper and in any way related to my Camper’s enrollment or participation at Camp War Eagle or in its activities. In addition, I agree to indemnify Camp War Eagle, its owners, managers, employees, medical personnel, contractors or any related parties (that is defend them, including satisfaction of liabilities, costs and attorney’s fees) from claims brought by Camper, members of Camper’s family and any other person arising out of Camper’s enrollment and participation at Camp War Eagle and in its activities. **The claims which are the subject of these agreements of release and indemnity include those arising from the negligence, but not the gross negligence or intentionally wrong conduct of any Released Party.** The activities intended to be covered by these agreements of release and indemnity includes activities on or off the Camp premises, including transportation to and from those activities and on the Camp War Eagle grounds.

3. Applicable Law. Any dispute of any nature arising out of this agreement or as a result of Camper’s enrollment or participation at Camp War Eagle or in its activities must be brought in the Circuit Court of Benton County, Arkansas and Arkansas laws (but not the laws which may apply the laws of another jurisdiction) will control any such dispute between Parent and Camper on the one hand, and any released party on the other. My children who are campers in 2010 are:

_____, _____, _____
First and Last Name (Child #1) First and Last Name (Child #2) First and Last Name (Child #3)

_____, _____
First and Last Name (Child #4) First and Last Name (Child #5)

I have read the above policies, consents, permissions, assumptions of risk and agreements of release and indemnity and agree to abide by them to the fullest extent allowed by law.

(typed or printed name of parent or guardian)

(typed or printed name of parent or guardian)

(signature of parent or guardian)

(signature of parent or guardian)

(Date)

(Date)

PLEASE SIGN BOTH COPIES OF THE CAMPER POLICY AGREEMENT, ASSUMPTION OF RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY. RETURN ONE (1) COPY TO CAMP WAR EAGLE PRIOR TO ASSIGNED DEADLINE AND KEEP THE OTHER COPY FOR YOUR FILES.