

KAMP DELS OUTDOOR RECREATIONAL ACTIVITIES
WAIVER AND RELEASE OF LIABILITY

I, the undersigned

☐

Seasonal Guest for site# _____ from _____ to _____
Season Start Date Season End Date

recognize and acknowledge, that as a participant in indoor/outdoor recreational activities at Kamp Dels Campground, Waterville, Minnesota (the “**Property**”), including but not limited to biking, swimming, water slides, diving boards, rock climbing, water sports, docks, fitness center, driving range, sports courts, playgrounds, petting zoo, and the use of related roads, sidewalks, facilities, buildings, structures, and equipment (the “**Activities**”), the Activities I will engage in entail inherent dangers and risks including but not limited to injury or death from drowning; falls; collisions with other individuals or obstacles; hazardous terrain or debris; hazardous weather conditions; insect bites; loss or damage to personal property; and the condition, construction, maintenance, instruction, or malfunction of facilities or equipment used to engage in some of the above-described Activities (the “**Risks**”).

With full knowledge of the above-described Risks, and in consideration for being allowed to participate in the Activities at the Property, I, on behalf of myself, my heirs, personal representatives, successors and assigns, hereby hold harmless and release Kamp Dels, Inc., and Pope Properties of Waterville, LLC, and their agents, employees, owners, instructors, assistants, independent contractors, sponsors and their affiliates (the “**Released Parties**”), from any claims, liabilities or causes of action of every kind and nature whatsoever, for injuries or damages which I now have or which may arise out of or in connection with my participation in the Activities and which are the result of the ordinary negligence of the Released Parties. Nothing in this Release waives any claims I may have against the Released Parties based on the reckless or intentional wrongful acts of the Released Parties.

I acknowledge that I have been given adequate time to review this Release, and the opportunity to ask any of the Released Parties questions regarding any aspect of the Release contained herein, and by signing below, do acknowledge that I have carefully and completely read and fully understand all aspects of the Release and agree to these terms in their entirety.

I understand and acknowledge that my participation in the Activities on the Property is voluntary and the Activities are recreational in nature and not an essential service. **I hereby elect and do assume all of the risk for the claims heretofore or hereafter arising, known or unknown, from this Release and from my participation in the Activities on the Property.**

ATTENTION: PLEASE READ BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND MAY BAR YOUR RIGHT TO SUE. YOUR USE OF THE PROPERTY AND PARTICIPATION IN THE ACTIVITIES IS AT YOUR OWN RISK.

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In the event I am signing as a parent or guardian of a minor, I represent I have full authority to do so, realizing this Release of Liability is binding upon the minor as well as myself.

SIGNATURE OF GUEST 1 OR (IF GUEST IS LESS THAN 18 YEARS OF AGE)
SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF GUEST 1

SIGNATURE OF GUEST 2 OR (IF GUEST IS LESS THAN 18 YEARS OF AGE)
SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF GUEST 2

SIGNATURE OF GUEST 3 OR (IF GUEST IS LESS THAN 18 YEARS OF AGE)
SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF GUEST 3

SIGNATURE OF GUEST 4 OR (IF GUEST IS LESS THAN 18 YEARS OF AGE)
SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF GUEST 4

SIGNATURE OF GUEST 5 OR (IF GUEST IS LESS THAN 18 YEARS OF AGE)
SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF GUEST 5

SIGNATURE OF GUEST 6 OR (IF GUEST IS LESS THAN 18 YEARS OF AGE)
SIGNATURE OF PARENT OR GUARDIAN

PRINTED NAME OF GUEST 6