

**WE ARE CAMP, LLC RELEASE AND INDEMNITY AGREEMENT**  
**PLEASE READ CAREFULLY! THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS**

Camp participant and any other person whose name appears below ("Participant") understands that snowboarding, skiing and any other sports, events, competitions, or activities, including any transportation related thereto ("Sports Activities") are hazardous and that injuries are common. Participant accepts and assumes all risks associated with Sports Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, jumps and inverted aeriels, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the use of lifts, collisions with natural or man-made objects or other persons, avalanches, equipment failure, no or delayed first aid or rescue, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, exceeding one's ability, and route or maneuver selection whether or not directed or supervised by someone else. Participant freely and expressly **ASSUMES ANY AND ALL RISK OF INJURY, DEATH AND PROPERTY DAMAGE ASSOCIATED WITH SPORTS ACTIVITIES.**

Participant understands that certain recreational equipment may be made available for use by Participant ("Equipment"). Participant accepts any such Equipment AS IS and freely and expressly assumes any and all risks associated with the use of such Equipment, including, but not limited to, Equipment failure, improper settings or adjustments, and lack of protection from injury. Participant agrees to return any Equipment in good condition and to pay for any Equipment that is not returned or is returned in a damaged condition.

**IN CONSIDERATION FOR PARTICIPATION IN SPORTS ACTIVITIES, ENROLLMENT IN ANY WE ARE CAMP, LLC, DBA WINDELLS CAMP ("WC") PROGRAMS, ACTIVITIES, OR CAMPS, THE USE OF ANY EQUIPMENT, AND THE USE OF ANY WC OR SKI AREA FACILITIES, PREMISES, OR EQUIPMENT, PARTICIPANT HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY WC, THE SKI AREA, AND ANY EQUIPMENT MANUFACTURER, DISTRIBUTOR, OR SUPPLIER AND THEIR MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, VOLUNTEERS, ORGANIZERS, SPONSORS AND AGENTS (COLLECTIVELY, "THE CAMP") FROM ANY AND ALL CLAIMS AGAINST THE CAMP ARISING DIRECTLY OR INDIRECTLY OUT OF ANY SPORTS ACTIVITIES, THE USE OF ANY SKI AREA OR WC FACILITIES, PREMISES OR EQUIPMENT, THE USE OF ANY EQUIPMENT AND ANY TRANSPORTATION RELATED TO SPORTS ACTIVITIES, AND/OR THE USE OF ANY SKI AREA OR WC FACILITIES, PREMISES, OR EQUIPMENT. THIS RELEASE INCLUDES CLAIMS AND LIABILITIES ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE ON THE PART OF THE CAMP. PARTICIPANT ALSO AGREES TO INDEMNIFY (INCLUDING COSTS AND ATTORNEY FEES) THE CAMP FOR ANY CLAIM BROUGHT ON BEHALF OF ANY MINOR.**

Participant agrees to abide by Your Responsibility Code, the Oregon Ski Statute (ORS 30.970, *et. seq.*), all WC and ski area rules, regulations, directions, signage and/or warnings, and any other applicable regulations, ordinances, or statutes. Venue for any legal proceedings arising out of or related to this Agreement, Sports Activities, and/or any WC camp, program, or activity shall be in Clackamas County, Oregon. This Agreement is governed by Oregon law.

**I have carefully read this Agreement and all of its terms. I understand that this is a release. I enter into this Agreement voluntarily and understand that it is binding upon me and my heirs and representatives.**

Participant Name: (please print) \_\_\_\_\_ Age: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Parent/Guardian Name: (please print) \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Phone Number: \_\_\_\_\_

(Required if participant is less than 18 years of age)

Address: \_\_\_\_\_

**WE ARE CAMP, LLC PHOTO RELEASE**

In sole consideration of my participation at Windells Camp I do hereby give WC the irrevocable right to use my, picture, portrait, likeness or photograph in all forms and media, whether now known or hereafter created, for advertising, trade, promotion, catalog, and any other lawful purposes, and I hereby waive any right to approve the finished product, including written copy, that may be created in connection therewith. I agree that I will not be entitled to any compensation for the rights I am giving hereby.

**I have read this release and am fully familiar with its contents.**

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ (Required if participant is less than 18 years of age)