

**MEMBER/GUEST AGREEMENT AND RELEASE OF LIABILITY
FOR CAMP PARTICIPATION**

I, _____, the undersigned member___ guest___ of the Lake Mission Viejo Association (“LMVA”) have requested the opportunity to participate in certain camp activities on LMVA premises (“Camp Activities”) to be provided and supervised by the following “Camp Provider(s)”:

CampCo Youth Day Camps (North Beach, Adventure Camp, Little Folks, CIT camps, Teen Wild Rivers Trips, Hula Hoops & Handprints)

Movies By Kids OC (Digital Animation/Claymation, Digital Filmmaking Camp)

Westwind Sailing (Jr. Sailors Explorer and Voyager Camps, Lakeside Adventure Camps),

Skyhawks Sports Academy (Multisport, Cheer, Soccer, Volleyball, Basketball)

Mad Science (Little Scientists Preschool Lab, Secret Agent Lab, Ultimate Reactions Lab, NASA: Journey into Outer Space, Brews, Mixtures, and Concoctions!)

Susana Tuccio (Spanish Language Camp)

The term “Member” as used in this Agreement includes participating Member, Member’s parent or guardian (where Member is a minor), and Member’s guests, assignees, heirs, agents, or other representatives. *Participating Member/Guest* is ____ is not ____ a minor. If participating Member/Guest is a minor, I _____ the *parent* or *guardian* of said minor, acknowledge that said minor has express permission to participate in Camp Activities, and that I, as the Member’s/Guest’s parent or guardian shall be bound by the terms of this Agreement.

Participating camper and parent/guardian agree to become familiar with and abide by all rules and regulations established by the Camp Provider or LMVA at any time.

Member understands that in participating in Camp Activities, there are inherent risks over which LMVA may not have any degree of control. Member/Guest acknowledges the risks inherent in Camp Activities and agrees that Member/Guest is voluntarily participating in Camp Activities with knowledge of such risks. Member assumes responsibility for all risks relating to Member’s/Guest’s participation in Camp Activities, including without limitation, bodily or other personal injury or death, and damage to or destruction of Member’s/Guests property.

As consideration for the opportunity to participate in Camp Activities, Member /Guest releases LMVA from all liability of any kind related to Member’s/Guest’s participation in Camp Activities. Member agrees that no complaint, claim, charge, suit, administrative action, arbitration, or other legal proceeding shall be brought by Member/Guest against LMVA relating to Member’s/Guest’s participation in Camp Activities. Member/Guest agrees to defend and indemnify LMVA for any and all claims, causes of action, damages, judgments, costs, or expenses, including attorneys’ fees, which relate in any way to Member’s/Guest’s participation in Camp Activities.

Member/Guest agrees that any dispute relating to this Agreement between Member /Guest and LMVA shall be submitted to binding arbitration before the American Arbitration Association (“AAA”) of Los Angeles County, California, before an experienced arbitrator selected under the applicable rules and procedures of the AAA, as the exclusive remedy for such dispute. Judgment on any award rendered by such arbitrator shall be final and binding. The fees and costs of the arbitrator and the arbitration shall be shared equally between LMVA and Member/Guest, with each party to be responsible for its own attorneys’ fees and costs.

This Agreement sets forth the entire agreement between Member/Guest and LMVA on the provisions set forth herein and supersedes all prior agreements or understandings, written or oral, between LMVA and Member/Guest. Should any provision of this Agreement and Release be determined to be illegal, invalid, or unenforceable, all remaining parts shall remain in full force and effect. This Agreement shall be interpreted under the laws of the State of California.

Member/Guest agrees that Member/Guest has carefully read and fully understands this Agreement. Member understands that this Agreement is a binding contract between LMVA and Member/Guest, which releases and indemnifies LMVA from any and all liability of any kind relating to Member’s/Guest’s participation in Camp Activities. Member/Guest agrees that Member/Guest has had the opportunity to consult with independent counsel if desired, and voluntarily executes this Agreement under Member’s/Guest’s own free will.

Executed at _____, California, on _____, 200__.
(City) (Date)

Printed Name of Member/Guest Participating in Camp Activities

Printed Name of Participant’s Parent/Guardian

Signature of Participant’s Parent/Guardian

Address of Member/Guest:

(Street Address)

(City)

(State/Zip)

If Guest :

Name of Member Sponsor

Property ID of Member Sponsor