



Where Everyone Has a Voice

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ASSUMPTION OF RISK, RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND INDEMNITY AGREEMENT FOR THE ELY CENTER, LLC PROGRAM

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of being allowed to participate in The Ely Center, LLC (hereinafter referred to as the 'Program') as well as the use of any of the facilities and the use of the equipment of the below listed releases, as his/her custodial parent/guardian, I hereby agree as follows:

I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks to my child associated with hiking, game playing, wall climbing, and water activities associated with the Program and the physical exertion required therein. Despite potential hazards associated with the Program, including falls, contact with other participants, sprains, ligament and tendon damage, broken bones, other personal injury, drowning and other hazards, the forces of nature including lightning, and weather changes) from participation in water activities, injuries inflicted by animals, insects, reptiles or plants, accidents or illness in remote places without medical facilities, illness, paralysis, permanent disability, and death, I voluntarily authorize my child's participation in reliance upon my own judgment and knowledge of my child's experience and capabilities. I understand the children are transported during camp hours by livery cars or vans from place to place.

Additionally, I understand that there are also risks to my child associated with travel, including, but not limited to the possible injury or loss of life or property. Despite the potential hazards and dangers, I voluntarily agree to allow my child to participate in the Program and hereby accept and assume all such risks, known and unknown, and assume all responsibility for the losses, costs and/or damages following such injury, disability, paralysis or death of my child and damage or destruction to my child's property, even if caused, in whole or part, by the negligence of the staff member and volunteers of the Program or The Ely Center, LLC with the exception of willful or gross negligence.

I understand that I may inspect the premises, facilities and equipment to be used or with which my child may come in contact. If I believe anything is unsafe, I will immediately refuse to allow my child to participate further in the Program activity. By entering into this agreement, I am not relying on any oral or written representation or statements made by The Ely Center, LLC or any employee or staff member other than what is set forth in this agreement.

I give permission to any doctor, hospital, or other medical agency to release confidentially to the treating physician(s) for my child any information they may have concerning his/her medical condition and their professional contact with him/her. I hereby grant my permission for such diagnostic, therapeutic, and operative procedures as may be deemed necessary for my child. (Where practical, you will be notified by telephone before any procedures are done.) A photocopy of this permission is to be considered as valid as the original. I further understand that treatment for any medical problems my child may suffer is my responsibility and will be paid by me and/or covered by my insurance.

I shall indemnify, defend and save harmless The Ely Center, LLC, its officers, directors, employees, representatives, agents and volunteers from all liabilities, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorney's fees, arising or claimed to have arisen out of personal injuries or death, or property damage or loss, sustained by my child or me as a result of negligence on the part of any of the entities or individuals identified above as a result of my child's own negligence or intentional acts, during my child's participation in this Program, including travel to and from the activity sites.

With the Program and activities having been fully explained to me and all of my questions answered to my satisfaction, I agree to participate in the Program, fully aware of the activities and risks that may be involved. I also understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me.

I agree to pay the total balance on my son or daughter's attendance at the Ely Center, LLC regardless of whether my insurance company agrees to reimburse me for these services, as in accordance with the Payment Agreement.

If I/we fail to make any payments, then a \$25 service charge will be added to the balance. This balance shall then accrue interest (compounded monthly) at the rate of one and one-half (1½%) percent per month. In the event any sum is not paid when due, the parent(s) agree to pay all costs of collection, including, but not limited to, reasonable attorney fees, which shall also accrue interest as above.

THE ELY CENTER IS NOT RESPONSIBLE FOR LOSSES OF ANY ELECTRONIC EQUIPMENT OR OTHER PERSONAL PROPERTY YOUR CHILD BRINGS, INCLUDING CELL PHONES, MUSIC PLAYERS, ETC.

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT AND I AGREE TO BE BOUND BY IT.

CUSTODIAL PARENT'S OR GUARDIAN'S SIGNATURE
(Signature of one parent binds both parents)

DATE

PRINTED NAME OF PARENT

PRINTED NAME OF CHILD