

Camp Dakota Visitor Agreement (Including assumption of risks and agreements of rental, release and indemnity)

Please read this document carefully. It must be signed by adult visitors to Camp Dakota, located at 1843 Crooked Finger Road, Scotts Mills Oregon 97375 ("The Camp"), and by a parent or legal guardian of a visitor who is a minor (under 18 years of age, and sometimes referred to in this agreement as "the child"), whether participating in an organized activity or merely being on the premises of The Camp ("Visitor").

In consideration of being allowed to visit The Camp I acknowledge and agree, for myself and for a minor Visitor for whom I sign below, as follows:

Activities: Activities of The Camp include zip lining (including rappelling from exit platforms at heights of 75+ feet), portable wall climbing (25 feet high), challenge course activities (a system of cables and platforms over which participants climb and swing at heights of 25+ feet), team building exercises and games, including paintball, tomahawk throwing, disc golf, playground facilities, and other activities, organized and not, including hiking and otherwise moving about the premises of The Camp. The pond on the property is strictly off limits and not to be used for any purpose.

General Risks: I understand that participation in the activities offered by *Camp Dakota* exposes Visitors to the risk of injury and even death. Risks associated with the premises and activities in general include failing to follow instructions, slips and falls, falling timber and ice and snow falling from trees, unstable and rough terrain, potentially dangerous plants and animals, exposure to weather conditions including heat and cold, lightning, rain and hail, motor vehicle traffic, carelessness (including negligence) of other Visitors and the carelessness, including negligence, of The Camp staff, and the failure of equipment.

Risks of zip lines, ropes course, and climbing sports: I understand that there is a risk of collision with trees, platforms (including by failing to lift one's legs when approaching a landing platform), other participants or staff, and that the risk of injury greatly increases with larger and heavier body types. I understand that there is a risk of the participant falling as a result of equipment failure or participant or staff error. In the event of an accident, delays may occur in retrieving and lowering the participant from the zip line cable, course or climbing site so that emergency procedures, including CPR, may be applied. Participation in climbing sports, including but not limited to rock climbing or ropes course elements or other aerial sports, exposes the participants to increased risk of injury or death from falling. I understand that the safety equipment is only designed to limit or reduce injuries, and may not protect participants from many types of accidents that could occur while engaged in climbing and other activities at heights.

Risks of paintball: I understand that playing paintball puts me at risk of permanent eye injury or blindness and I must therefore not remove my protective face shield while on the paintball field. On or off the playing area, there is a possibility of a negligent or accidental discharge or equipment failure resulting in loss of an eye, damage to an ear, or other injury. Moving over uneven terrain with tripping hazards while wearing a face shield that limits my visibility puts me at great risk of bodily injury including sprains, strains, broken bones, permanent paralysis, and death. I understand that being hit by a paintball can sometimes cause bruising, bleeding, and even permanent scars. In this fast moving sport, staff is often required to make quick judgments with limited information, and errors may occur.

Assumption of Risks: These and other risks are inherent in a visit to The Camp -- that is, without them the experience would lose its value and appeal. These and other risks, inherent and otherwise, can result in death, bodily injury, total or partial paralysis, eye injuries, blindness, heat stroke, heart attack, dismemberment, broken bones, sprains, strains, dislocations, permanent scars, emotional distress, infection with contagious disease and disfigurement. I acknowledge and assume the risks described above and ALL OTHER risks of a visit to The Camp, including participation in its activities and moving about the premises. If the Visitor is a minor child, I have discussed the activities and risks, general and specific, with the child, who wishes to visit and participate nevertheless. I am granting my child permission to make decisions regarding participation on his or her own behalf in my absence.

Release (and need an indemnity): For myself and, to the extent allowed by the laws of the State of Oregon, on behalf of my minor child who is a Visitor, I agree not to sue, and to release, Camp Dakota LLC, Camp Dakota Tree Adventures LLC, Camp Dakota Paintball LLC, contractors and their respective owners, employees, officers and members (referred to herein as "Released Parties") from any and all liability, causes of action, claims and demands of every kind and nature whatsoever, whether for bodily injury, death, property damage or other loss, which may arise in connection with my, or the minor Visitor's being enrolled in or participating in an activity of or at The Camp, including merely being on the premises of The Camp. I further agree to indemnify (that is, defend and protect by payment or reimbursement) Released Parties from any and all claims arising out of the circumstances described immediately above, whether incurred by or caused by me or the child, including a claim of a member of my or the child's family arising from an injury, death or other loss suffered by me or the child. These agreements of release and indemnity include an injury, death or other loss arising in whole or in part from the negligence, or a claim of negligence (but not the gross negligence or intentionally wrongful conduct) of a Released Party.

Health and medical issues: Participants in activities of The Camp must be in good physical condition and health. Some of these activities are strenuous, including climbing ladders, walking or standing for long periods of time, and supporting one's body weight while zip lining. Participation in the activities while not healthy or in poor physical condition can cause a Visitor to be a danger to himself/herself and others. The participant must not be pregnant. The participant must not have any of the following conditions: recent or reoccurring injuries; heart disease, any condition that would require immediate medical attention; hemophilia; any contagious disease; is not under the influence of alcohol, illegal drugs or narcotics. Participant's body weight must not exceed 275 pounds. I agree that Camp Dakota staff may provide or summon assistance in the event of a medical emergency. I agree to pay all related expenses.

Audio / Video Release: I understand that often participant's image, likeness, and/or voice may be recorded using audio, video, or photography equipment while on the property. I understand that these images may possibly be used in promotional materials and I authorize this use.

Rental Agreement: I agree to accept all rental equipment "as is", without any warranty of fitness, suitability or otherwise. I will return all equipment rented to me or to the minor child listed below in exactly the same condition that it was issued. I agree to pay for any damages to the equipment that occurs while the equipment is in my care or in the care of my minor child. I agree to pay for the equipment if it is lost or stolen while in my possession or in the possession of the minor child listed below. This may include climbing harnesses, helmets, safety lanyards, zip pulleys, gloves, paintball guns, face shields, barrel socks, air/Co2 tanks, chest protectors, and coveralls. I understand that it is the participant's responsibility to ensure that the SAME equipment is returned and properly recorded. I understand that if the equipment returned was issued to another person and I or my minor child fails to return the same equipment originally issued, that I may be charged for that missing equipment.

Venue and Applicable law: Any dispute between a Visitor, including a minor Visitor, and a Released Party must be resolved in accordance with the laws of the State of Oregon, excepting those laws which may invoke the laws on another jurisdiction; and any suit must be filed and maintained solely in Marion County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

Voluntary Agreement: I voluntarily agree to the conditions of this Visitor's Agreement to the fullest extent allowed by law on behalf of myself and the minor Visitor, and my, and the minor Visitor's heirs, executors and administrators. No person or persons have pressured or coerced me to participate, or to allow my minor child to participate in these activities, or to sign this agreement. If I or my child decides to participate, then I or my child understands the risks and agree to make the decision to participate without consideration of outside pressure or coercion. If I feel pressured or coerced in any way to participate or to sign this agreement against my will, I will not sign the agreement and will not participate.

Participants may be required to complete this agreement upon each visit to the property, however, in the absence of a replacement or cancellation, in writing, this agreement is valid for subsequent visits to the property and does not expire.

*This agreement must be signed **by the participant if he or she is OVER the age of 18.***

*This agreement must be signed by a **legal guardian or parent if the participant is UNDER the age of 18.***

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| PRINT name of participant: | Phone Number: |
| Mailing address: | |
| Emergency Contact: | Phone Number: |
| <i>I have read and agree to the all of terms and conditions of this agreement.</i> | |
| Participants Signature: | Date: |

FOR PARTICPANTS UNDER THE AGE OF 18

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| PRINT Name of Legal Guardian or Parent: | |
| Signature of Legal Guardian or Parent: | Date: |