



# WHISPERING WINDS WAIVER & GENERAL RELEASE

Whispering Winds Catholic Conference Center, Inc. ("WW") is a non-profit corporation that owns and operates the Whispering Winds Camp, 17606 Harrison Park Road, Julian, California 92036. In order to keep our operating costs reasonable, we ask all visitors, guests, volunteers and users of the camp, and the parents of all minor camp users, to sign this Waiver & General Release ("Agreement"). By signing this Agreement, you are waiving and generally releasing all present and future claims against WW, except for claims arising out of the gross negligence or intentional misconduct of WW.

## 1. Definitions:

- a. "Associated Persons" means present and former officers, directors, shareholders, partners, members, employees, agents, volunteers, accountants, attorneys, insurance carriers, trustees, beneficiaries, executors, administrators, heirs, predecessors-in-interest, and successors-in-interest. "Associated Entities" means affiliated entities, contractors, subcontractors, material suppliers, and professionals (collectively "AP&AE").
- b. "Claims" shall include all claims, rights, demands, damages, liabilities, and causes of action (whether asserted, unasserted, known, unknown, contingent, accrued, or otherwise).
- c. "Costs" shall include all costs, losses, expenses, attorneys' fees, expert witness fees and other fees, interest, and all other obligations.

## 2. Waiver and General Release:

On behalf of myself and my AP&AE, (i) I waive all present and future Claims and Costs against WW and its AP&AE, and (ii) I generally release WW and its AP&AE from all present and future Claims and Costs, arising out of or related in any way to my presence on or use of the WW camp, or participation in programs, excepting only such Claims and Costs arising solely and exclusively from WW's gross negligence, or knowing and intentional unlawful conduct.

## 3. Waiver of Civil Code Section 1542:

I acknowledge that the above Waiver and General Release includes Claims and Costs which I do not know or suspect to exist, and I waive all rights which may exist under California Civil Code Section 1542 which provides as follows:  
*A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.*

## 4. Photo Release:

I grant WW permission to use my name, likeness, photograph, and voice for all purposes, and without compensation to me.

### Participant

Participant Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_ Date: \_\_\_\_\_ Tel: \_\_\_\_\_

Email address of adult: \_\_\_\_\_

Signature of Parent or Legal Guardian (if Participant is under 18): \_\_\_\_\_

Print Parent Name: \_\_\_\_\_ Date: \_\_\_\_\_ Tel: \_\_\_\_\_

(One release per adult; for minors in one family, please list)

Minor Name: \_\_\_\_\_ Minor Name: \_\_\_\_\_

Minor Name: \_\_\_\_\_ Minor Name: \_\_\_\_\_

### Authorization:

*My child has my permission to engage in all camp activities except as noted. I give permission to the medical personnel selected by WW to order X-rays, routine tests, and treatment; to release records necessary for insurance purposes; and to arrange necessary transportation for my child if I cannot be reached in an emergency. I give permission to the physician selected by WW to administer treatment, including hospitalization. This form may be photocopied and the photocopy may be used for all purposes. I accept full responsibility for any injury my child might receive as a result of camp activities. I will provide my own health and accident insurance.*