

**Liability Waiver – KOA**  
*Campground*

032115

All guests of Campgrounds of America (KOA), herein called "Resort", will be required to be checked in and out upon arrival/departure, and agree to follow the resort's rules and regulations.

**Acknowledgements of risks, release, indemnification agreement, and covenant not to sue.** Each part of this document must be completed and signed before using Resort facilities or participating in Resort activities.

Name registered with Resort: \_\_\_\_\_

Site Number: \_\_\_\_\_ Day Use / Visitor: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Date of Birth: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Notice: **This is a legally binding document. If not understood, legal advice should be sought.** By signing this document, you give up your right and the right of your heirs, next of kin, personal representatives, and assigns to bring a court action, now or any time in the future to recover compensation or obtain any other remedy for an injury to yourself or your property or for your death, however caused, arising out of your use of the Resort facilities including, but not limited to, use of the climbing areas, skate park, and inflatable jumpers, even if such claim is based upon actual negligence of Resort or its employees, directors, or workers.

1. Acknowledgement of Risks

The undersigned user ("User") hereby acknowledges and agrees that the use of the facility operated by Resort, including without limitation, its climbing walls and equipment, skate park, and inflatable jumpers has inherent risks. User fully recognizes and appreciates the dangers inherent with Resort activities. User is assuming the hazard of risk to User since User desires to use facilities at Resort. User realizes that User is subject to injury from these activities and that no form of preplanning can remove all of the danger to which User is being exposed. User further represents and warrants to Resort that User has full knowledge of the nature and extent of all risks associated with activities at Resort and the use of equipment, including but not limited to :

1. CLIMBING WALL; BOUNCE JUMPING; AND ZIP LINES ARE DANGEROUS ACTIVITIES. BY ENGAGING IN THESE ACTIVITIES, THE PARTICIPANT ASSUMES THE RISK OF SERIOUS INJURY OR DEATH. All manner of injury from falling off the climbing wall and playground equipment and hitting structure faces and projections, whether permanently or temporarily in place, or the floor;
2. Rope abrasion, entanglement, and other injuries resulting from activities on or near the walls such as, but not limited to, climbing, belaying, rappelling, and any other rope techniques; cuts and abrasions resulting from skin contact with the climbing walls; and Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing wall structure, regardless of whether the equipment was furnished by Resort or not;
3. Injuries resulting from the actions, omissions or negligence of Resort or others;
4. Blatant or apparent defects or conditions in equipment or property supplied by Resort;
5. Injuries resulting from the physical condition or actions, omissions, negligence in any degree of User;
6. All manner of injuries resulting from falling off the inflatable jumpers and hitting furniture or other items such as, but not limited to tables, chairs, the stage or the ground;
7. Injuries resulting from contact with other users of Resort facilities and activities;
8. Injuries resulting from contact with Resort Facilities including, but not limited to stairs, doors, counters, windows, arcade games, and furniture whether permanently or temporarily in place;
9. First Aid, emergency treatment or other services rendered by Resort or others; and
10. IN-LINE SKATING, SKATEBOARDING, AND BMX BICYCLING ARE DANGEROUS ACTIVITIES. BY ENGAGING IN THESE ACTIVITIES, THE PARTICIPANT ASSUMES THE RISK OF SERIOUS INJURY OR DEATH. The very nature of skateboarding, rollerblading, biking is hazardous and risky. Such risks and dangers include, but are not limited to, striking an irregularity in the riding surface; losing balance; trying to perform stunts; the equipment slipping out from under the rider; loss of control; colliding with other persons or stationary objects; recklessness or horseplay; lack of safety equipment, inadequate or defective equipment; inadequate supervision; premises defects; attempting a maneuver beyond one's skill level; and all other circumstances inherent to the offered sport. Protective safety equipment should be used including helmets, gloves, knee and elbow pads, wrists supports, and proper shoes is strongly recommended.

2. Releases, Indemnification and Covenant Not to Sue

User voluntarily releases and forever discharges and covenants not to sue Resort, and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of or are in any way connected with User's attendance at Resort or participation in any Resort activity, including, but not limited to any and all negligence, of Resort, its agents or employees, and all other persons or entities, for any and all injury, death, illness or disease, and damage to User or

User's property. User further agrees, promises and covenants to hold harmless and to indemnify Resort, its agents, workers, directors and employees, and all other persons or entities against all damage which user may negligently or intentionally cause to spectators or other third parties in the course of User's participation in any Resort activity. User further agrees, promises and covenants not to use, assert or otherwise maintain any claim against Resort, its agents, workers, directors and employees, and all other persons or entities, for any injury, death, illness or disease, or damage to User or User's property, arising from or connected to User's participation in any activity or from any claims asserted against User by spectators or other third parties. In signing this document, User fully recognizes that if anyone is hurt or dies, or property is damaged while User is in Resort facilities, User will have no rights to make any claim or file a lawsuit against Resort, its agents or employees even if Resort, its agents or employees, or any of them negligently caused the bodily injury or property damage.

**Initial Here:** \_\_\_\_\_

3. Acknowledgement of Effect of This Release Agreement

User Understands and acknowledges that by signing this document User has given up certain legal rights and/or possible claims which User might otherwise assert or maintain against Resort, its agents, workers, directors or employees, and other persons or entities, including but not limited to rights arising from or claims for the acts or omissions, fault or negligence of Resort, its agents or employees or any other persons or entities. User understands and acknowledges that by initialing and/or signing this document, User has assumed responsibility and LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against User as a result of User's participation in this activity.

**Initial Here:** \_\_\_\_\_

4. Participant Insurance Benefits and Representation of Physical Condition

User understands and acknowledges that no medical insurance benefits will be provided to User for injuries occurring while User is at Resort. User certifies that User has sufficient health, accident, and personal liability insurance to cover bodily, property damage, or any consequences resulting from User's participation in Resort activities. If User has no such insurance, User certifies that User is capable of personally paying for any and all expenses or liability. User further acknowledges that the undersigned is in good physical and mental health, not suffering from any condition, disease or disablement, which would or could potentially affect participation in activities at Resort.

**Initial Here:** \_\_\_\_\_

5. Consideration

In consideration of this agreement, Resort will permit User to participate in Resort activities, subject to user's compliance with all Resort Rules, Regulations and Safety Policy. Resort retains the right to deny entrance to its facilities or participation in its activities, to anyone in its sole discretion.

User understands that this constitutes the entire agreement between undersigned ("User") and Resort, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of Resort, its agents, workers, directors or employees or by User. User's and Parents/Guardians signatures below indicate that they have read this entire document in full, understands it completely, and agrees to be bound by its terms. This Waiver and Release is a Michigan contract and User consents to the jurisdiction and venue for any action relating to this Waiver and Release in Saginaw, Michigan regardless of User's residence or domicile.

**Users Name /Signature:** \_\_\_\_\_ / \_\_\_\_\_  
Date: \_\_\_\_\_ Age \_\_\_\_\_

**Users Name /Signature:** \_\_\_\_\_ / \_\_\_\_\_  
Date: \_\_\_\_\_ Age \_\_\_\_\_

**Users Name /Signature:** \_\_\_\_\_ / \_\_\_\_\_  
Date: \_\_\_\_\_ Age \_\_\_\_\_

**Users Name /Signature:** \_\_\_\_\_ / \_\_\_\_\_  
Date: \_\_\_\_\_ Age \_\_\_\_\_

**Signature of Responsible Parent/Guardian (If under age 18):**

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_