

General Release and Waiver of Liability

NOTICE: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This General Release and Waiver of Liability (the "Release") executed on this 9th day of August, 2023, by

_____,
whose permanent address is

(the "Participant") and PolyEvents LLC (aka David Schulze and Laura Seaton) ("the PolyCampNE Organizers") as respects PolyCampNE 2023 (the "Activity"), being held at Camp Birch Hill, 333c Birch Hill Rd, New Durham, NH 03855, for the dates August 9th, 10th, 11th, 12th and 13th 2023.

The Participant understands the Activity may involve exposure to hazards that may result in legal liabilities, bodily injury, or property loss or damage.

The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Acknowledgement and Assumption of Risk.** Participant acknowledges that in the course of the Activity, the Participant or its agents or representatives might cause injuries, death, property damage or other harm to third parties. Participant accepts and voluntarily incurs all risks of any such injuries, damages or harm which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of the PolyCampNE Organizers.
2. **Waiver and Release.** Participant waives, releases and forever discharges all claims against the PolycampNE Organizers (hereinafter collectively "Released Parties") for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of any of the Released Parties.
3. **Indemnification and Hold Harmless.** Participant agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits brought against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the Activity, except only to the extent caused by the sole negligence or intentional misconduct of any of the Released Parties.
4. **Insurance.** The Participant agrees to have his or her own medical or health insurance coverage and the Participant understands that such insurance is a requirement of the Activity.
5. **Other.** The Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Hampshire, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Hampshire. Participant also agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written. FOR PARTICIPANTS UNDER THE AGE OF 18: By signing this agreement on my child/ward's behalf, I acknowledge that I have read the above Release and that by signing this Release on my own and his/her behalf, we agree to be bound by its terms.

Participant/Parent/Guardian Signature

Witness