

## PARTICIPANT AGREEMENT FOR RELEASE AND ASSUMPTION OF RISK

### (FAMILY PARTICIPANTS)

*Please read this document carefully. It provides important information about the activities of Camp Eagle, a Texas corporation ("Camp Eagle") and affects the legal rights of family members in the event of a bodily injury or other loss arising participation in Camp related activities, on or off camp premises. This agreement must be signed by all adult members of the participating family, for themselves and, if a parent or legal guardian, on behalf of participating minor (under 18 years of age) members of the family (sometimes referred to below as "my child" or "the child").*

...

In consideration of the family being permitted to participate in activities of Camp Eagle, use its facilities, or visit its premises for any purpose, I, an adult member of the family, for myself and, if a parent of a minor participant, for that minor participant, acknowledge and agree to the following:

**Activities:** I understand and acknowledge that activities of Camp Eagle in which the family may participate, on the premises of the Camp or elsewhere, may include, among others, physical activities such as running, jumping, kayaking, canoeing, swimming and other water activities (including, but not limited to, blobbing, a water slide, a water swing and zip lines into the water), high adventure activities, hiking, backpacking, archery and riflery, fishing, volleyball, basketball and other playground and gym games, rock climbing, rappelling, exploring caves (spelunking), zip lining, participating in "paint ball" games, mountain boarding, (riding down dirt and loose rock inclines), riding mountain scooters (not motorized), mountain biking, and inflatables, competitions, and other activities, on or off the camp premises, which may be organized and supervised by the Camp staff or spontaneous without participation or supervision of Camp Staff. Transportation using Camp vehicles and drivers may be provided to activities and events on and off the Camp premises. I, and minor members of the family, agree to abide by rules and regulations of the Camp and to follow instructions of staff.

**Risks of Activities and Premises:** I understand and acknowledge that, whether supervised or not, there are risks associated with the activities of the Camp and moving about its premises and other activity sites. These risks include the following: those ordinarily associated with rigorous outdoor activities, including the unpredictable forces of nature; rugged and sometimes unstable terrain; a remote environment that may cause significant delays in obtaining emergency medical care; falls, breaks, and sprains; contact with harmful plants and animals; vehicle collisions and accidents; drowning and near-drowning; errors in judgment and conduct, including negligence, of staff, co-participants, and others; the failure of gear and equipment; and other risks of property damage, bodily injury, and death. I understand and acknowledge that some of these risks are inherent in the activities and the premises and, without undertaking these risks, the Camp experience would lose its value and appeal.

**Assumption of Risks:** For myself and on behalf of minor members of the family of whom I am a parent or legal guardian, I acknowledge and assume all risks of the activities of Camp Eagle, whether or not the risk has been described above or inherent in the activities listed above, wherever they may take place, and all risks of my child being on and moving about the premises of Camp Eagle and any other sites of its activities. I have explained the risks to the minor child, or children, who understand them and choose to participate in the activities and use the Camp and other facilities and premises in spite of such risks.

**RELEASE: AS AN ADULT PARTICIPANT, INCLUDING A PARENT OR LEGAL GUARDIAN OF THE MINOR MEMBERS OF THE FAMILY, I, FOR MYSELF AND, TO THE MAXIMUM EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, ON BEHALF OF MY MINOR CHILD(REN) OR WARD, AGREE TO WAIVE, RELEASE, AND NOT TO SUE CAMP EAGLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, AND STAFF (EMPLOYEES AND VOLUNTEERS) ("RELEASED PARTIES") FOR ANY PROPERTY LOSS, BODILY INJURY, DEATH OR OTHER LOSS SUFFERED BY ME OR BY MY CHILD THAT IS IN ANY WAY RELATED TO HIS OR HER BEING ENROLLED IN OR PARTICIPATING IN ANY ACTIVITIES OF CAMP EAGLE OR HIS OR HER PRESENCE ON THE PREMISES OF CAMP EAGLE OR ANY OTHER ACTIVITY SITE.**

**INDEMNITY: I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS (THAT IS, TO PROTECT AND DEFEND, AND PAY DEMANDS AND JUDGMENTS, INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES AND INSURANCE DEDUCTIBLES) THE RELEASED PARTIES FROM ANY CLAIM OF PROPERTY LOSS, BODILY INJURY, DEATH OR OTHER LOSS SUFFERED BY ME OR BY MY CHILD(REN) OR WARD, OR CAUSED BY MY CHILD(REN) OR WARD, THAT IS IN ANY WAY RELATED TO HIS OR HER BEING**

**ENROLLED IN OR PARTICIPATING IN ANY ACTIVITIES OF CAMP EAGLE OR MY CHILD(REN)'S OR WARD'S PRESENCE ON THE PREMISES OF CAMP EAGLE OR ANY OTHER ACTIVITY SITE.**

**THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE BY ANY RELEASED PARTY BUT NOT CLAIMS OF RECKLESSNESS OR INTENTIONALLY WRONGFUL CONDUCT.**

**Other:**

- For myself and on behalf of my child or ward, I understand and agree to the terms of this Participant Agreement and agree that the protections it provides to the released and indemnified parties are intended to be as broad and inclusive as permitted by Texas law.
- I hereby consent to Camp Eagle taking or using any photographs of me or my child or recording me or my child, whether audio or video, while on the premises of Camp Eagle or any other activity site. I agree that Camp Eagle may use any such photographs or recordings of me or my child without providing any compensation or remuneration.
- Camp Eagle is authorized to provide or obtain medical care for me or my child, including transportation to a medical facility, as it deems appropriate or necessary, and at my expense, and to exchange medical information about me or my child with any third-party care providers.
- To the extent a claim asserted by me or my child against a Released Party is dismissed or deemed by a court of competent jurisdiction to be without merit, I agree that the Released Party may recover from me or my child his or her costs, including reasonable attorneys' fees, incurred in defending the claim.
- I acknowledge and agree that any suit that I or my child brings against a Released Party shall be brought exclusively in Real County, Texas, and that the laws applicable thereto shall be those of the State of Texas without regard to any conflict of law principles.
- This Participant Agreement may be amended only by a written instrument signed by a duly authorized representative of Camp Eagle.
- Should a court of competent jurisdiction find any provision of this Participant Agreement to be invalid, illegal, or unenforceable, on behalf of me or my child, I agree that the remainder of this Participant Agreement shall nevertheless remain in full force and effect.

**Duration of this agreement:** This Agreement pertains to visits to any activity or program of "Camp Eagle" occurring at any time during the next year (365 days) from the date this agreement is signed. Visits and participation in activities and programs thereafter, if any, will be the subject of another agreement. Rights under this agreement, as to prior activities, will not be affected in any way by the new agreement.

I acknowledge and agree that this Agreement is intended to be binding upon me and my child and my and my child's heirs, estate, executors, guardians, administrators, legal representatives, and assigns.

\_\_\_\_\_  
Child's/Children's Name(s)

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent

\_\_\_\_\_  
Parent's email address