



CAMP EAGLE **Participant Agreement**

(Including Assumption of Risks and agreements of Release and Indemnity)

Please read this document carefully. It provides important information about the program and activities at Camp Eagle, a Texas not-for-profit corporation, and affects the legal rights of persons who may suffer an injury or other loss arising from those activities or otherwise being on the premises of the Camp. This document must be signed by all adult (18 years of age and older) campers and other visitors (together, referred to in this agreement as "Participants"), and by at least one parent or legal, Court appointed, guardian (referred to herein as "Parent") of a Participant who is a minor. Parent signs below for himself or herself and, to the maximum extent allowed by law, on behalf of the minor.

In consideration of being permitted to participate in activities of Camp Eagle, use its facilities or visit its premises for any purpose, I make the following agreements for myself if I am an adult Participant and for myself and for my minor child if that child is a Participant:

Activities: I understand and acknowledge that activities of Camp Eagle in which I or my child may participate, on the premises of the Camp and elsewhere, may include, among others, the following: kayaking, canoeing, swimming, 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), and riding mountain scooters (not motorized) and mountain bikes. Participants might also engage in competitions involving running, swimming, cycling and other activities organized by the camp or by others using the camp grounds and facilities. Participants agree to abide by the rules and regulations of the camp and to follow instructions of staff.

Risks of the activities and premises: There are risks associated with the activities of the Camp and moving about its premises and other activity sites, supervised or not. These risks include the following: those ordinarily associated with rigorous outdoor activities, including the unpredictable forces of nature; rugged and sometimes unstable terrain, and a remote environment which 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 bodily injury, property damage, and death. These risks are inherent in the activities and the premises: that is, without them the Camp experience would lose its value and appeal. Other risks, inherent and otherwise, may be encountered.

Assumption of Risks: I, for myself and for my minor child if he or she is a Participant, acknowledge and assume all risks of the activities of Camp Eagle, wherever they take place, and of being on and moving about the premises of Camp Eagle and other sites of its activities, whether or not those risks are described above, and inherent or not. If I am the Parent of a minor Participant, I have explained the risks to him or her and the child understands them and chooses to participate in the activities and use the Camp and other facilities and premises in spite of such risks.

RELEASE: I, FOR MYSELF AND FOR MY MINOR CHILD, IF APPLICABLE, AGREE TO WAIVE, RELEASE AND NOT TO SUE CAMP EAGLE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS AND STAFF (EMPLOYEES AND VOLUNTEERS), ("RELEASED PARTIES") WITH RESPECT TO ANY CLAIM OF INJURY, DEATH OR OTHER PERSONAL OR PROPERTY LOSS SUFFERED BY ME OR THE CHILD IN ANY WAY RELATED TO MY, OR THE CHILD'S, ENROLLMENT OR PARTICIPATION IN AN ACTIVITY OF CAMP EAGLE OR PRESENCE ON THE PREMISES OF CAMP EAGLE OR 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 ATTORNEYS FEES) THE RELEASED PARTIES FROM ANY CLAIM OF INJURY, DEATH OR OTHER PERSONAL OR PROPERTY LOSS SUFFERED BY ME OR THE CHILD, OR CAUSED BY ME OR THE CHILD, IN ANY WAY RELATED TO MY OR THE CHILD'S ENROLLMENT OR PARTICIPATION IN AN ACTIVITY OF CAMP EAGLE OR PRESENCE ON THE PREMISES OF CAMP EAGLE OR OTHER ACTIVITY SITE.

THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS OF NEGLIGENCE OF A RELEASED PARTY, BUT NOT CLAIMS OF RECKLESSNESS OR INTENTIONALLY WRONGFUL CONDUCT.

Other:

- I agree that the terms of this document and the protections it seeks for the released and indemnified parties are intended to be as broad and inclusive as permitted by Texas law.
- I hereby give my consent for Camp Eagle to make and to use any audio or photographic, including video recording of me or my child, including testimonies offered by either of us, without compensation or remuneration, for any purpose deemed appropriate by Camp Eagle. I agree that Camp Eagle has no responsibility for photographs or other likenesses of me or the child taken by others, including Participants.
- Camp Eagle is authorized to provide or obtain medical care for me or the child, as it deems appropriate, and to exchange medical information with third party care givers.
- To the extent a claim asserted against a Released Party is dismissed or deemed by a court of competent jurisdiction to be without merit, the Released Party may recover from the claimant his, her or its costs, including attorneys fees, incurred in defending the claim.
- Any suit brought against a Released Party by a camper or other visitor or Parent shall be brought exclusively in Real County, Texas, or in the next closest Texas county in which such matters may be heard, and the laws applicable thereto shall be those of the State of Texas, not including those laws which may apply the laws of another jurisdiction.
- This agreement may be amended only by a written instrument, signed by the parties hereto.
- Should a Court of proper jurisdiction find a provision of this agreement to be invalid, illegal, or unenforceable, the remainder of the agreement shall nevertheless remain in full force and effect.
- This Agreement is intended to be binding upon my, and the child's, heirs, estates, executors, guardians, administrators, legal representatives and assigns.

Signature: _____

Name(s) of Child(ren):

Printed Name: _____

Date: _____
