

PARTICIPANT AGREEMENT FOR RELEASE AND ASSUMPTION OF RISK

(ADULT PARTICIPANT)

Please read this document carefully. It provides important information about the activities of Camp Eagle, a Texas corporation ("Camp Eagle"), and affects your legal in the event you suffer a bodily injury or other loss arising from your participation in camp-related activities, on or off camp premises

In consideration of being permitted to participate in activities of Camp Eagle, use its facilities, or visit its premises for any purpose, I acknowledge and agree to the following:

Activities: I understand and acknowledge that activities of Camp Eagle in which I 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 "paintball" 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 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 I am 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: 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 being on and moving about the premises of Camp Eagle and any other sites of its activities.

RELEASE: I, TO THE MAXIMUM EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, 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 THAT IS IN ANY WAY RELATED MY BEING ENROLLED IN OR PARTICIPATING IN ANY ACTIVITIES OF CAMP EAGLE OR MY 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 CAUSED BY ME, THAT IS IN ANY WAY RELATED TO MY BEING ENROLLED IN OR PARTICIPATING IN ANY ACTIVITIES OF CAMP EAGLE MY 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:

- 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, whether audio or video, while I am 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 without providing any compensation or remuneration.
- Camp Eagle is authorized to provide or obtain medical care for me, including transportation to a medical facility, as it deems appropriate or necessary, and at my expense, and to exchange medical information about me with any third-party care providers.
- To the extent a claim asserted by me 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 his or her costs, including reasonable attorneys' fees, incurred in defending the claim.
- I acknowledge and agree that any suit that I bring 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, 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 heirs, estate, executors, guardians, administrators, legal representatives, and assigns.

Signature of Participant

Date

Printed Name of Participant

Participant's email address