



CAMP EAGLE

Participant and Visitor 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, 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. This document must be signed by all adult (18 years of age and older) Participants, and by at least one parent or legal 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 for being permitted to participate in activities at Camp Eagle or visit its premises and use its facilities, 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.

1. I understand and acknowledge that activities at Camp Eagle in which I may participate include (but are not limited to) kayaking, canoeing, swimming, hiking, backpacking, archery and riflery, fishing, volley ball, rock climbing, rappelling, exploring caves (spelunking), "zip lining", participating in "paint ball" games, mountain boarding (sliding 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. These activities and others have risks, including the following: those ordinarily associated with rigorous outdoor activities, including the unpredictable forces of nature; falls, breaks and sprains; contact with harmful plants and animals; vehicle collisions and accidents; drowning and near-drowning; misjudgments of staff and co-participants; the failure of gear and equipment; and other risks of bodily injury, property damage and in extreme cases even death. These risks are inherent in the activities – that is, without them the activities would lose their value and appeal. I understand that other risks, inherent and otherwise, may be encountered by me, or the child.
2. I acknowledge and assume all risks of the activities at Camp Eagle, wherever they take place, and of being on and moving about the premises of Camp Eagle and the use of its facilities and services, whether or not those risks are described above, and inherent or not. If I am the Parent of a participant who is a minor child, I have explained the risks to him or her and the child chooses to participate in spite of such risks.
3. I, for myself and for my minor child, if applicable, release and waive all rights and privileges I or the child may have to bring any lawsuit, cause of action, or claim of any kind against Camp Eagle, its owners, agents, employees, staff, officers, directors, and counselors ("released parties") for any damage, loss, cost, expense, fees, and liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future, including claims of negligence, by reason of any loss suffered by me or the child (including death, bodily injury and other loss, including to property) related in any way to my, or the child's, enrollment or participation in an activity at Camp Eagle or presence on the premises of Camp Eagle.
4. I agree to indemnify (that is, to protect and defend, including by paying demands and judgments including costs and attorneys fees) the released parties and hold each of them harmless from all claims of any kind, including claims of negligence of a released party, whether known or unknown, and whether now existing or that may arise in the future, in connection with or arising from a 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 at Camp Eagle or presence on the premises of Camp Eagle.
5. 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 use any photograph, videotape, or likeness of myself or my child, without compensation or remuneration, in advertising or promoting Camp Eagle, or any program or activity offered at Camp Eagle.

Camp Eagle is authorized to provide or obtain medical care for me, or for 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 unsustainable, 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 Participant or Parent shall be brought exclusively in Real County, Texas, 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.

I have read and voluntarily signed this Agreement, without any pressure or coercion whatsoever. There have been no oral representations, promises, statements, or inducements made to me, or to any other party, to encourage, support, or facilitate my signing of this Agreement, other than as a condition of my, or my minor child(ren), participating in activities at Camp Eagle. If a provision in this document should for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be binding upon my, and the child's, heirs, estate, executors, guardians, administrators, legal representatives, successors, and assigns.

Signature: _____

Names of child(ren): _____

Printed Name: _____

Date: _____