



ASSUMPTION OF RISK AND WAIVER OF LIABILITY

Assumption of Risk

There are numerous obvious and non-obvious inherent risks always present in spending time on a campground in a rugged environment despite all safety precautions. Related injuries can be severe requiring hospital care and resulting in more lasting residual effects than activities in a safer or indoor environment.

WILDLIFE – In a wild, rugged and uncultivated areas or region, sparsely inhabited by people, but rather inhabited by wild animals such as mammals, reptiles, and insects, which are not tame, may be dangerous, savage, and unpredictable in nature. These wild animals will be wandering at their will. The potential consequences of being in their environment is being bitten, infected, attacked or otherwise injured or killed.

ACTIVITIES – Depending on your group's choice of activities, such as camping, swimming, hiking/nature walks, cooking, canoing, kayaking, archery, ropes courses, fishing and sports can be dangerous. The consequences of the risks could include drowning, falling, concussions, first aide, broken bones, other various injuries or death.

The two categories mentioned above, and their enumerated consequences, are certainly not all inclusive, but mere examples of the types of risks and consequences lessees are likely to encounter while on the premises.

By signing this document, you are agreeing to four things:

- Acknowledging that you **know** the risks, although all cannot be written or contemplated here
- Certifying that you **understand** those risks fully
- Stating that you **appreciate** the risks
- **Accepting** the risks and their potential consequences

In consideration of the aforementioned and having acknowledged, understood, appreciated and agreed to those risks, you DO HEREBY **WAIVE ANY AND ALL CLAIMS, OR CAUSES OF ACTION** against Camp of the Hills AND DO HEREBY **RELEASE AND HOLD HARMLESS** the same from **ANY AND ALL CLAIMS OR CAUSES OF ACTION** that he/she may have as a result of access to this campground.

Waiver of Liability

We do hereby agree to indemnify and hold Camp of the Hills, and its agents, servants, and/or employees, harmless from any and all damages, claims, expenses, or costs of whatever nature, causes of action, suits and liability of any kind including attorney fees, court fees, investigative fees, or other types of legal fees for any cause action including, but not limited to, theft, injury, or death of any person in our group’s use and/or occupancy of the premises or participation in camp programs and facilities. The signer indemnifies against the claims made by the signer, spouse, parents, heirs, administrators, and assigns. Further, this agreement is a Covenant not to sue any parties herein.

If the signer of this document is the representative of a group, then (s)he signs for **all members of the group** and is legally responsible to ensure all members of the group are aware of this waiver of liability and agreement thereto before entering the premises.

The parties intended to be protected by this agreement are the land owner, Camp of the Hills, all volunteers, all employees, all contractors and all subcontractors.

This waiver applies to all persons upon entering the premises and remains in effect until all persons have exited the premises.

This agreement supersedes any prior oral or written agreement.

List any and all health concerns, conditions, disease, or infirmity of any person entering the premises here: (If you need additional space, a continuation page will be provided)

Any health concerns not disclosed above on this agreement, create further risk for all involved. Camp of the Hills will **NOT** be held liable for any harm resulting from your failure to disclose this vital information.

By signing this document, you are agreeing to follow all safety rules and instructions for this camp. This includes all printed material provided to you or to be found on our website. Further, this includes all oral instructions from Camp of the Hills volunteers, discipleship participants, employees, staff, contractors or subcontractors.

If any part of this agreement is found to be void, it will have no effect on the remainder of the agreement.

In the event of court proceedings, by signing this document, you agree that choice of venue will be Burnet County and Texas state law will apply.

In consideration of the aforementioned, you DO HEREBY **WAIVE ANY AND ALL CLAIMS, OR CAUSES OF ACTIONS** against Camp of the Hills AND DO HEREBY **RELEASE AND HOLD HARMLESS** the same from **ANY AND ALL CAUSES OF ACTION** that he/she may have as a result of access to this campground. Each of the undersigned further agrees not to bring or cause to be brought any suit or any such claim or cause of action and acknowledges that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability, ordinary or gross negligence.

By signing, you are stating that you have read and understood all rights are relinquished. That these are substantial legal rights, including the right of financial recovery for injury, whether the injury results from the inherent risks of the activity or from the ordinary negligence of the provider.

THE SIGNATURE BELOW VERFIES THAT EACH OF THE UDNERSIGNED HAS READ AND FULLY UNDERSTRANDS THE FORGOING and further certifies that the information provided in this contract is true and complete. The undersigned is required to ensure all persons entering the property fully understand and agree to the contents of this agreement.

Signature of responsible agent: _____

Printed name of the responsible agent: _____

Date: _____