



## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

In consideration of THE STONEY CREEK FOUNDATION, a Texas nonprofit corporation ("STONEY CREEK") accepting the application of the person indicated below as "CAMPER," and for permitting CAMPER to participate in the activities, curriculum, and events of STONEY CREEK (the "Program") on lands owned or used by STONEY CREEK or elsewhere (the "Stoney Creek Property"), the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("Participation Waiver") are entered into by or on behalf of CAMPER with and for the benefit of the STONEY CREEK and its Personnel (as defined below).

CAMPER hereby acknowledges that he is guest of STONEY CREEK and waives any and all claims that CAMPER has or may in the future have against, and releases from all liability and agrees not to sue and hereby indemnifies and holds harmless STONEY CREEK and/or any of its directors, officers, employees, servants, instructors, guides, teachers, facilities maintenance personnel, agents, representatives and affiliates, and all of their respective heirs, administrators, successors and assigns (collectively, the "Personnel") for any personal injury, death, property damage or other loss (financial or otherwise) that CAMPER sustains during or as a result of any Program due to any cause whatsoever on the part of any one or more of STONEY CREEK, the Personnel, or others (including, without limitation, CAMPER), including:

- (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care);
- (b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation;
- (c) breach of any contract; and
- (d) mistakes or errors in judgment of any kind.

CAMPER is aware of the risks inherent in walking, hiking, driving, camping, living in, working in, studying in, exploring, and otherwise engaging in activities in a rural environment, and CAMPER is aware that participating in the Program has certain additional dangers and risks, including, without limitations:

**RUGGED TERRAIN:** CAMPER is aware that the rugged terrain which surrounds and on which the Stoney Creek Property is located and from which the Program is conducted has dangerous obstacles and hazards; that these hazards may be hidden by brush, vegetation, or debris; and that if CAMPER becomes injured or lost in severe weather conditions or difficult terrain there is a risk of delay in being rescued.

**TRAVEL:** CAMPER is aware of the risk of mechanical failure or operational error including driver error in the operation of cars, vans, buses that may be used at the Stoney Creek Property and/or as part of the Program and that there may be increased risks of travel in rugged areas, especially in severe weather conditions.

**WEATHER:** CAMPER is aware that weather conditions may be extreme and can change rapidly without warning. The Stoney Creek Property is located in a remote region that is subject to unpredictable, and potentially dangerous and severe weather systems and conditions, including, but not limited to, rainstorms, thunderstorms, hailstorms, duststorms, flashfloods, and wildfires.

**WILDLIFE:** CAMPER is aware that the remote area where the Stoney Creek Property is located contains wild animals and insects, including venomous snakes, poisonous insects, and other poisonous fauna and flora. CAMPER is also aware that the behavior of such wildlife is unpredictable. CAMPER is further aware emergency medical attention may not be available and that CAMPER is solely responsible for maintaining an adequate supply of medication on my person to treat any and all allergic reactions CAMPER may have to insect bites and stings or the touching of certain plant life.

CAMPER assumes and accepts all the risks and dangers of participating in the Program and the possibility

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of personal injury, death, property damage or other loss as a result, whether due to the risks described above, any other risk, my health or otherwise. CAMPER agrees that, although STONEY CREEK and the Personnel may take precautions to reduce the risks and increase the safety of participating in the Program and to determine whether a particular path is safe from certain of the risks described above before it is traversed, it is not possible for STONEY CREEK or the Personnel to make participating in the Program totally safe. CAMPER accepts these risks and agrees to the terms of this Participation Waiver even if STONEY CREEK or any of the Personnel are found in law to be negligent or in breach of a duty of care or any other obligation to me in their conduct of the Program. Furthermore, I consent to give my child permission to participate in all activities including, but not limited to, low ropes course, swimming, kayaking, other water activities, and all indoor and outdoor events and activities. I understand all activities

are optional and that my child or I have voluntarily applied to participate in the events and activities of Stoney Creek. I understand the foregoing activities and all other events, hazards or exposures connected with Stoney Creek and the indoor and/or outdoor activities, involve risk of harm and that accidents or illness can occur in places without medical facilities, physicians, or surgeons. I am aware of the risks and damages inherent with those activities and I knowingly assume the risk of injury.

In the event of an emergency, CAMPER hereby expressly: (i) grants permission to the physician and/or treatment facility selected by the Personnel to secure and administer treatment, including hospitalization, and (ii) releases, holds harmless, and indemnifies the Personnel from and against any and all losses, injuries, and/or damages suffered by CAMPER as a result of such treatment.

I, personally, and on behalf of my child (if child is the camp participant), hereby give Stoney Creek permission to use my and/or my child's name, photograph, quotations and likeness in any advertisements or promotions performed in connection with the camp and agree that neither I nor my child shall be entitled to any compensation for such use.

In signing this Participation Waiver, CAMPER is not relying on any oral, written or visual statements of any kind, including promotional statements made by STONEY CREEK in its brochures or any other materials prepared by or published by STONEY CREEK or by any of the Personnel to induce me to participate in the Program. CAMPER or the authorized guardian of CAMPER signing below confirms that CAMPER is of the full age of eighteen (18) years or this Participation Waiver has been executed by a parent or legal guardian of CAMPER, that CAMPER has had sufficient time to read and understand what he/she is agreeing to in this Participation Waiver before signing it and that it will be binding upon CAMPER'S heirs, next of kin, executors, administrators and successors.

CAMPER agrees that this Participation Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of Texas. CAMPER hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of Texas and agrees that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in the State of Texas in Houston, Harris County, Texas, and nowhere else.

CAMPER further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, CAMPER, or anyone on behalf of CAMPER, makes a claim against STONEY CREEK or its Personnel, CAMPER hereby **AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS** STONEY CREEK and its Personnel from any litigation expenses, attorneys' fees, loss, liability, damage, or cost which is incurred by STONEY CREEK or its Personnel as a result of such claim.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

SIGNATURE OF CAMPER \_\_\_\_\_

PRINTED NAME OF CAMPER \_\_\_\_\_

ADDRESS OF CAMPER \_\_\_\_\_

CITY, STATE AND ZIP CODE \_\_\_\_\_

CAMPER'S DATE OF BIRTH \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN OF CAMPER, IF CAMPER APPLICANT IS LESS THAN 18 YEARS OF AGE \_\_\_\_\_