

# **Release of Liability for Sandy Creek Bible Camp**

In addition to being permitted to participate in the activities listed on the registration form, the adult participant or guardian, on behalf of the named minor, hereby waives and releases any and all claims, demands, actions, causes of action and rights (contingent, accrued, inchoate, or otherwise), and agrees to defend and hold SCBC faultless and exempt from and against any and all claims, liabilities, expenses, damages, losses, causes of action, and suits (including, without limitation, attorneys' fees and costs) arising out of or in any way related to the child's participation in activities at SCBC, regardless of any active or passive negligence on the part of SCBC. I also give permission to SCBC to use any photographs or videos of the above named minor for promotional materials, including the SCBC web site postings, without expectation of compensation.

additionally.

Texas Youth Camp INC., for the privilege of entering on the premises and real property Owners (herein known as Dennis & Karen Kaminski) on Prayer Lane in Washington County, Texas, do hereby release the Owners or their agents of the above described premises from any liability resulting in injury to any guest of Texas Youth Camp INC., that occurs during an event hosted by Texas Youth Camp, INC. Texas Youth Camp INC agrees to indemnify, defend, and hold harmless Owners from any loss, damage, or expense arising from any claim or demand by any Participant to or against the Owners, or their agents, as a result of any injury to the undersigned participant incurred upon Owners premises. Texas Youth Camp, INC also agrees to leave the premises as found when entering, including no litter, and gates left as found (open/closed).

I, the undersigned Participant, or guardian on behalf of the named minor, wish to participate in a Texas Youth Camp, INC event that may entail entrance onto Owners premise. I understand that during portions of an/any event I may be in close proximity to one or more horses under circumstances which may expose me to some risk of injury, because of the nature of horses, the facility, and the activities in which I will be engaged. In consideration of my participation in an/any event, I, on behalf of myself, and my heirs, administrators, personal representatives, assigns and children and spouse, if any, do hereby agree to hold harmless, release and discharge Owners, which includes their officers, directors, members, agents, representatives, affiliates, and insurers, of and from all claims, demands, causes of action and legal liability whether known or unknown, anticipated or unanticipated. I shall not bring any claims, demands, legal actions or causes of action against Owners for any damage or loss due to bodily injury, death or property damage arising out of my participation in any event of Texas Youth Camp INC while on Owners premises. I am assuming, on behalf of myself and/or child/ward, all risk of personal injury, death, or disability to myself and/or child/ward that may result from participation, or any damage, loss or theft of any personal property which me and/or child/ward may incur.

I am aware, understand and acknowledge that participation in an/any event Texas Youth Camp, INC on Owners premise is a potentially hazardous activity and involves inherent risks of danger or injury, including but not limited to, sprains, strain s, snake bites, fractures, concussions, contusions, lacerations, fainting, shortness of breath, chest pain, strokes, heart attack, or even death that can occur (hereinafter collectively referred to as "RISKS"). I am voluntarily participating in Texas Youth Camp, INC activities with the knowledge of the danger involved with the RISKS and with the knowledge that staff assistance and/or medical facilities may not be available in the event of illness or injury. **I HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY, ILLNESS, OR DEATH INHERENT IN EVENT AND SERVICES AND VERIFY THIS STATEMENT BY PLACING MY SIGNATURE BELOW.**

This release is valid and effective whether the damage, loss, or death is a result of any act or omission on the part of any RELEASEES or from any other cause. This Waiver and Release of Liability includes, but is not limited to, injuries, or accidents, which may occur as a result of the: (a) use or misuse of the facility/owners premise in any way by anyone; (b) use of any equipment that malfunctions or breaks on owners premise; (c) improper maintenance of the facility, grounds, or any equipment on owners premise; (d) instruction or supervision while on owners premise; or (e) slipping, tripping and /or falling while on owners premise.

As consideration for being permitted by Owners to enter Owners premise to participate in Texas Youth Camp, INC activities, I hereby agree that I, my assignees, heirs, guardians, and legal representatives will not make a claim against, or sue Owners or its past, present or future parent, subsidiaries, affiliates, other related entities, successors, owners, members, directors, officers, shareholders, agents, employees, servants, assigns, investors, legal representatives, or insurers for injury, illness, death or damage resulting from my participation in Texas Youth Camp, INC activities on Owners premise, and the RISKS involved therein.

Furthermore, the undersigned Participant acknowledges and understands that no warranty, either express or implied, is made by the Owners as to the condition of the Owners premises. Guest acknowledges that activities on rural property such as the Owners premises does have unknown hazards and risks and can result in injury or property damage to the participant involved in these activities. The many possibilities and sources of injury or damage are acknowledged by undersigned Participant, and he/she comes on the Owners premises at his/her own risk.

As a part of the consideration for being allowed by Owner to enjoy Texas Youth Camp INC activities on the Owners premises, undersigned Participant hereby agrees to indemnify (release) and defend Owners from all liability, claims, cause of action, damages, judgments, costs or expenses, including attorney's fees and other litigation costs for personal injury (including wrongful death) or property damage suffered by undersigned Participant which is caused, in whole or in part, by any activity or condition on the Owners premises. Participant understands this agreement and has agreed that neither he/she, nor his heirs or personal representatives will be able to sue Owners or associates for any injury or property damage that undersigned Participant suffers while on the Owners premises.

As used in this release agreement, the term *Participant/Participants* will include any minors in the Participant's care while on the Owners premises. All Participants who bring minors understand that the Owners are not responsible for the care or safety of minors. The Participants who bring minors onto the Owner's premises assumes the responsibility for watching and caring for the minor's safety and guarding against hazards at all times.

I HAVE CAREFULLY READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK AGREEMENT AND A LEGAL CONTRACT AND THAT IT AFFECTS MY LEGAL RIGHTS. BY REGISTERING FOR AN EVENT AT SANDY CREEK BIBLE CAMP I AM AGREEING TO THE TERMS OF THIS DOCUMENT OF MY OWN FREE WILL. A COPY OF THIS DOCUMENT IS AUTHENTIC AND AS EFFECTIVE AS THE ORIGINAL.

Camper Name \_\_\_\_\_

Signature of Parent or Guardian \_\_\_\_\_

Date \_\_\_\_\_