



## **CAMPER AGREEMENT**

(Including assumption of risks and agreements of release and indemnity)

This form must be filled out, signed, and dated by all adult campers and visitors to Stoney Creek Ranch ("Stoney Creek" or "the camp"), or, if the camper or other visitor is a minor (under 18 years of age), by a parent or legal guardian of that minor camper. No one will be permitted to attend camp unless Stoney Creek Ranch staff have received this form completed, signed and dated. In this agreement, the camper and other visitors, including chaperones of visiting organizations are referred to as "campers."

In consideration of being allowed to participate in activities at Stoney Creek Ranch and to visit and move about its premises I, an adult Camper, or parent or guardian of a minor camper hereby acknowledge and agree as follows:

### **Activities**

Activities of the camp (sometime referred to in this document as 'the Program') are optional and, in addition to driving and hiking and otherwise moving about this rural environment, include the following: low and high ropes courses, a rock climbing wall, water and land zip lines, water activities (including swimming, kayaking, The Blob and other inflatables and structures, a water trampoline, fishing and kayaking); archery, riflery and skeet shooting, campfire, and field games, including soccer, smashball, Frisbee golf, washers, horseshoes and volleyball.

### **Risks**

These activities and others will expose the camper to those risks ordinarily associated with walking, hiking, driving, camping, living, working, studying, exploring and otherwise engaging in recreation and other activities, including those described above, in a rural environment. Campers may collide with others and fixed obstacles, be struck by falling objects including timber, and fall (including from significant heights). The zip line activities include moving at considerable heights and campers may experience some discomfort or anxiety. Other risks include the following:

***Rugged Terrain:*** Stoney Creek is located on, and its activities are conducted on, rugged terrain including dangerous obstacles and hazards which may be hidden by brush, vegetation, or debris. If a camper becomes injured or lost in severe weather conditions or difficult terrain, rescue may be delayed.

***Travel:*** Campers risk mechanical failure or operation error in traveling in cars, vans, buses that may be used at Stoney Creek. These risks increase in rugged areas, and in severe weather conditions.



**Weather:** Weather conditions may be extreme and can change suddenly without warning. Stoney Creek 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, dust storms, flashfloods, and wildfires.

**Wildlife:** The remote area in which Stoney Creek is located contains wild animals and insects, including venomous snakes, poisonous insects and plants and potentially dangerous animals. The behavior of wildlife is unpredictable. Emergency medical attention may not be available and the camper is solely responsible for having an adequate supply of medication readily available to treat any and all allergic reactions of that camper to insect bites and stings or contact with plants.

**Conduct of other campers, visitors and staff:** Other campers, visitors and staff may misjudge conditions and capabilities and otherwise act carelessly, including violation of rules and policies.

The risks described above and others may result in loss or damage to a camper's property, personal injury and even death. The risks are inherent in the activities of the Camp and moving about its premises -- that is, without such risks, the camp experience would lose its value and appeal. Although STONEY CREEK may take precautions to reduce the risks of participating in the Program, safety – the elimination of risk - is not possible or desirable.

### Assumption of Risks

I, an adult camper, or Parent, assume and accept all the risks and dangers of participating in the Program, whether or not described above, and including the possibility of the negligence of staff and others. If I am the Parent of a minor camper I give my child permission to participate in all activities. I have discussed the activities and risks with the minor camper who assures me that he or she understands them and wishes to participate nevertheless.

**Release and Indemnity:** I, an adult camper or Parent of a minor camper (Parent, for myself and, to the extent allowed by the laws of the state of Texas, on behalf of the minor camper) hereby release and agree not to sue The Stoney Creek Foundation, a Texas nonprofit corporation, and its directors, officers, employees, staff and independent contractors (the "Released and Indemnified Parties) with respect to any and all claims of injury, disability, death, products liability (including strict liability), breach of contract or other loss or damage to person or property suffered by me or by the minor camper, arising in whole or part from my (or the child's) participation in activities of the camp or otherwise being on its premises. In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) the Released and Indemnified Parties from any and all such claims brought by me or by or on behalf of the minor camper, another



camper, a member of my, or the minor camper's, family, or anyone else, arising out of or in any way related to a loss suffered by me or the child, or caused by me or the child.

These agreements of release and indemnity include claims of negligence, but not the gross negligence or intentionally wrongful conduct of a Released and Indemnified Party.

Other

In the event of an emergency, I (i) grant permission to the physician and/or treatment facility selected by camp staff to administer treatment, including hospitalization, and (ii) release, hold harmless, and indemnify the Released and Indemnified Parties from and against any and all losses, injuries, and/or damages suffered by me or the minor camper as a result of such treatment.

I, for myself and on behalf of my minor child who is a camper, if applicable, 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.

I represent that I am an adult camper, or a parent or legal guardian of the camper and authorized to sign on his or her behalf. I have had sufficient time to read and understand this document and understand that it will be binding upon my, and the minor camper's respective heirs, next of kin, executors and administrators.

I agree that Camper Agreement will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of Texas, except those which might invoke the laws of another State. I, for myself and for the minor camper hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Texas and agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted and maintained in the State of Texas in Houston, Harris County, Texas, and nowhere else.

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

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

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

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CAMPER SIGNATURE (IF 18 YEARS OR OLDER)

DATE

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SIGNATURE OF PARENT/LEGAL GUARDIAN (IF CAMPER LESS THAN 18 YEARS OLD)

DATE