

## **Camp P82**

### **Release, Indemnification and Hold Harmless Agreement**

In consideration of participating in Camp P82 events and activities, as well as the usage of Camp P82 property, facilities, and equipment, and for other good and valuable consideration, I, intending to be legally bound, for myself and my heirs, executors, personal representatives, estate and assigns (hereinafter collectively referred to as "Releasors"), hereby waive and release any and all rights, demands, claims, and causes of action of any kind or nature whatsoever which I may have against Camp P82, Inc., a Missouri Nonprofit Corporation ("Camp P82"), and its owners, directors, officers, employees, agents, representatives, volunteers, participants, successors and assigns, and any other persons or entities acting for any of them (hereinafter collectively referred to as "Releasees") for any and all injuries and property damage of any nature whatsoever suffered by me in the course of my usage of Camp P82 facilities, property, and/or equipment and my participation in any events or activities at Camp P82. This release does not apply to claims arising from Releasees' intentional conduct.

I acknowledge that participating in events and activities at Camp P82 involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to, participating in sporting events, outdoor activities, challenge courses, swimming, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

I expressly accept and assume all of the risks inherent to or associated with participating in any activities at Camp P82, all such risks being known and appreciated by me, including those that might have been caused by the negligence of the Releasees. My participation in any activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

I hereby agree to indemnify, and hold harmless Releasees from any and all liability, damages (to any person or to any property or both), claims, demands, or causes of action which are in any way connected with my participation in any activity, or my use of Camp P82 equipment or facilities. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs. I further agree to pay Camp P82 the cost of repair or replacement, as the case may be, of any property or equipment damaged by such use.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in any activity, or else I agree to bear the cost of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in any activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

I grant Camp P82 permission to use photographs, videos, and other types of recordings of me in advertising, trade or any commercial purposes in legitimate accounts and promotions of Camp P82. I waive the right to inspect or approve versions of my image used for publication or the written copy used in connection with the images.

Under no circumstances shall Releasees be liable for their own negligence. Accordingly, by signing this Agreement, I agree that if I am hurt or my property is damaged during my participation in any activity or activities taking place at Camp P82, then I may be found by a court of law to have waived my right to maintain a lawsuit against Releasees on the basis of any claims of negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that participation in any events or activities at Camp P82 might not be made available to me or that the cost to engage in such events or activities would be significantly greater if I were to choose not to sign this Agreement. I therefore acknowledge and agree that the opportunity to participate at the stated cost in return for the execution of this Agreement is a reasonable bargain.

This Agreement is governed by and is to be construed in accordance with the laws of the State of Missouri. The undersigned hereby submits to the exclusive jurisdiction of the Circuit Court for St. Louis County, or the United States District Court for the Eastern District of Missouri in any action or proceeding arising out of or relating to this Agreement. If a court of competent jurisdiction determines that any portion of this Agreement is void or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired thereby. This Agreement is binding upon Releasors, and will inure to the benefit of and be enforceable by Releasees.

I have read and understand this document and I agree to be bound by its terms.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Guardian Signature (if under 18):

\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_