

RVR Outpost Camp Release & Waiver Agreement



Name of Participant (printed) _____ (hereinafter "Participant") **Age:** _____

IF participant is UNDER 18:

Name of parent or legal guardian (printed) _____ (hereinafter "Guardians")

1. This Release and Waiver Agreement (hereinafter "Agreement") is made this (day) ____ day of (month) _____, (year) _____, by and between: (1) Participant, if Participant is over the age of eighteen (18), and any of Participant's heirs, beneficiaries, personal representatives, or assigns; OR (2) Guardians, if Participant is under the age of eighteen (18), and any of Participant's and Guardians' respective heirs, beneficiaries, personal representatives, or assigns (hereinafter "Releasors"); and Peter & John Radio Fellowship, Inc., River Valley Ranch, L.L.C., and their principals, directors, officers, agents, employees, and volunteers (hereinafter "Releasees").
2. **Assumption of the Risk and Safety.** In consideration of being allowed to participate in any activities at River Valley Ranch Outpost, including for the date(s) of (dates) _____ Releasors hereby acknowledge and assume the risks of injury or damage, including but not limited to property damage, personal injury, and/or death, involved in participating in any activity offered by River Valley Ranch including, but not limited to: climbing tower, challenge course, archery tag, bubble ball, inflatables, gaga ball, and hiking. Releasors further understand that participation in these activities contains risks that Releasors appreciate and voluntarily assume. Releasors give their express permission for Participant to participate in the program as designed by River Valley Ranch. Releasors further agree that any individual, including minor children, who intend to participate in any activity at River Valley Ranch Outpost shall participate in all safety training and wear all safety equipment provided by River Valley Ranch for any of the above activities that require it.
3. **Waiver of Liability.** Releasors hereby release, remise, acquit, and forgive Releasees from any and all liability of any nature, including negligence, breach of contract, for any and all injury or damage (including but not limited to property damage, personal injury, illness, paralysis, and/or death) to Releasors as the result of Releasors' participation in any of the activities at River Valley Ranch Outpost, including but not limited to any such injury or damage resulting from the sole negligence of Releasees, but not including any such injury or damage resulting from the intentional actions and/or gross negligence of Releasees.
4. **Waiver of Claims.** Releasors hereby expressly waive any claim, lawsuit, complaint, charge, or cause of action against Releasees for any and all injury or damage (including but not limited to property damage, personal injury, illness, paralysis, and/or death) to Releasors as a result of Releasors' participation in any of the activities at River Valley Ranch Outpost, including but not limited to any such claim, lawsuit, complaint, charge, or cause of action resulting from the sole negligence of Releasees, but not including any claim, lawsuit, complaint, charge, or cause of action resulting from the intentional actions and/or gross negligence of Releasees.
5. **Indemnity.** In addition to and not in substitution of any other indemnification obligations of Releasors under this Agreement and/or applicable law, to the fullest extent permitted by law, Releasors shall defend, indemnify, and hold harmless Releasees from and against any and all claims, damages, expenses, costs, fines, penalties, attorneys' fees, liens, mechanic's liens, suits, judgments and any other liabilities of any kind, including, but not limited to, liabilities for property damage, personal injury, or death arising out of or resulting from or in connection with any acts or omissions of Releasees that arise out of or relate to Releasors' participation in any activities at River Valley Ranch Outpost, regardless of whether or not caused in part by Releasees.
6. **Releasors' Understanding.** Releasors agree that that this Agreement is not the product of grossly unequal bargaining power, and that Releasors have had a full and fair opportunity to review the provisions of this agreement and seek legal counsel regarding the legal ramifications of this Agreement. Releasors further agree that this Agreement does not amount to or relate to a transaction affecting the public interest. Releasors expressly acknowledge that participation in any camp or activity at River Valley Ranch Outpost is entirely voluntary, and that Releasors assent to the terms of this Agreement as a precondition to being permitted to participate in any activity at River Valley Ranch Outpost. Releasors expressly acknowledge that they are completely waiving their right to sue Releasees for any reason, including negligence or any legal basis for any damages that Participant and/or Releasors may suffer as a result of participation in any activity at River Valley Ranch Outpost (except for damages caused by Releasees' intentional acts or gross negligence). If this Agreement is signed by Guardians, Guardians expressly acknowledge that they are completely waiving their right to sue Releasees for any damages that Guardians or their minor child, Participant, may suffer as a result of participation in any activity at River Valley Ranch Outpost (except for damages caused by Releasees' intentional acts or gross negligence).
7. **Agreement Binding upon Heirs and Beneficiaries.** It is understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs, beneficiaries, and assignees.
8. **Governing Law.** The agreement is deemed to be entered into the State of Maryland and to be governed and enforced pursuant to the law of the State of Maryland.
9. **Jurisdiction.** All claims or disputes arising out of or related to this agreement or from Participant's participation in any activity at River Valley Ranch shall be brought and maintained in the courts of Carroll County, Maryland. Releasors expressly consent and submit to the exclusive jurisdiction of such courts.
10. **Severability.** If any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. **Consent to Be Photographed.** Releasors give permission and consent to be photographed and/or filmed during activities and while on premises at River Valley Ranch Outpost. Releasors further give permission and consent that any such photographs may be published and used by River Valley Ranch and the American Camp Association® and its agents, to illustrate and promote the camp experience, River Valley Ranch and its programs, or the American Camp Association.

I hereby certify that I have read and understand all of the foregoing terms of this agreement and expressly assent thereto.

IF Participant is OVER 18: **Signature of Participant** _____ **Date** _____

IF Participant is UNDER 18: **Signature of Parent/Guardian** _____ **Date** _____