

RVR Summer Camp Release and Waiver Agreement



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

IF Participant is UNDER 18, **Name of Parents/Legal Guardians** (printed): _____
(hereinafter "Guardians")

1. This Release and Waiver Agreement (hereinafter "Agreement") is made this day _____ (month/day/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 "Releasers");

AND

Peter & John Radio Fellowship, Inc., River Valley Ranch, L.L.C., & 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, including for the date(s) of (dates) _____ Releasers 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: paintball(including the use of compressed air paintball markers), skateboarding, zip line, giant swing, high and low ropes course, climbing tower, challenge course, swimming, camping out, archery, archery tag, air rifles, aeroball, bubble ball, inflatables, gaga ball, hiking, tree climbing, steer wrestling, roping, rodeo games, horseback riding, and horsemanship ground lessons. Releasers further understand that participation in these activities contains risks that Releasers appreciate and voluntarily assume. Releasers give their express permission for Participant to participate in the program as designed by River Valley Ranch. Releasers further agree that any individual, including minor children, who intend to participate in any activity at River Valley Ranch 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.** Releasers 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 Releasers as the result of Releasers' participation in any of the activities at River Valley Ranch, 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.** Releasers 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 Releasers as a result of Releasers' participation in any of the activities at River Valley Ranch, 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 Releasers under this Agreement and/or applicable law, to the fullest extent permitted by law, Releasers shall defend, indemnify, & hold harmless Releasees from & against any & all claims, damages, expenses, costs, fines, penalties, attorneys' fees, liens, mechanic's liens, suits, judgments & 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 Releasers' participation in any activities at River Valley Ranch, regardless of whether or not caused in part by Releasees.

6. **Releasers' Understanding.** Releasers agree that that this Agreement is not the product of grossly unequal bargaining power, and that Releasers 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. Releasers further agree that this Agreement does not amount to or relate to a transaction affecting the public interest. Releasers expressly acknowledge that participation in any camp or activity at River Valley Ranch is entirely voluntary, and that Releasers assent to the terms of this Agreement as a precondition to being permitted to participate in any activity at River Valley Ranch. Releasers 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 Releasers may suffer as a result of participation in any activity at River Valley Ranch (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 (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 assigns.

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. Releasers 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. **Transportation.** Releasers give their permission to River Valley Ranch to transport any camp participant from one activity to another by an authorized member of the River Valley Ranch staff and within an authorized River Valley Ranch vehicle, if deemed necessary by River Valley Ranch.

12. **Consent to Be Photographed.** Releasers give permission and consent to be photographed and/or filmed during activities and while on premises at River Valley Ranch (RVR). Releasers 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 & UNDERSTAND ALL OF THE FOREGOING TERMS OF THIS AGREEMENT & EXPRESSLY ASSENT THERETO.

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

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

Signature of second Parent/Guardian: _____ **Date:** _____