

**2009 KICKAPOO KAMP  
PARTICIPATION AGREEMENT and RELEASE**

For Term \_\_\_\_\_

**CAMP:** Kickapoo Kamp, Inc., is defined in this document as its officers, directors, shareholders, staff, employees, instructors, representatives, agents, and counselors.

**PARENT is defined as person(s) named below:**

**CAMPER is defined as child named below:**

\_\_\_\_\_

please print parent or guardian names

\_\_\_\_\_

please print camper name

**THE RELEASE**

CAMPER AND PARENT desire for CAMPER to use and participate ("Participation") in the activities, programs, recreation and facilities of CAMP (collectively "Activities").

PARENT AND CAMPER acknowledge the activities may include but are not limited to swimming, canoeing, blobbing, hiking, games, horseback riding, crafts, tennis, riflery, archery, overnight campouts, fishing, volleyball, water skiing, water weenie, slide, just for fun, land sports, flags, fitness, drama, beauty spa, dance, cheerleading, and other group games, sports, and activities. PARENT AND CAMPER also understand that CAMPER must be driven to town if necessary to visit a doctor, dentist, or orthodontist. PARENT AND CAMPER realize that all of these activities can subject those involved to certain stresses and hazards, not all of which can be foreseen. PARENT AND CAMPER desire and consent to all such Activities (except those which are specified as Activity Exclusions). PARENT AND CAMPER assume all of the ordinary risks normally incident to the nature of the Activities to be conducted.

PLEASE LIST ANY SPECIFIC **ACTIVITY** EXCLUSIONS:

\_\_\_\_\_

\_\_\_\_\_

PARENT AND CAMPER understand that all regular camp programs may inherently include falls and abrupt and forceful contact with made-made and natural objects, including close personal contact and physical trauma associated with sports and other recreation, errors in judgment, failure to follow instructions, careless conduct of other campers or staff or contractors. PARENT AND CAMPER acknowledge there will be risks inherent with exposure to the elements of nature, including heat, cold, rain and lightning. PARENT AND CAMPER understand all programs involve potential exposure to food and water related ailments, trauma from contact with other persons and objects, emotional upset and in extraordinary cases, death, including drowning. PARENT AND CAMPER understand there are other inherent risks associated with all camping activities and vigorous recreation in a rugged outdoor environment and that CAMPER may suffer, among other injuries and ailments, cuts, fractures and sprains, insect, reptile and other animal bites, plant and other allergies.

PARENT AND CAMPER understand that the Activities may include on occasion CAMPER being driven off or around the premises of the CAMP property for special trips, campouts or other activities. PARENT and CAMPER realize that transportation within the grounds and not on public highways may be provided on non-licensed vehicles. PARENT AND CAMPER realize that transportation for the Activities involves a certain element of risk. PARENT AND CAMPER desire and consent to all Activities. PARENT AND CAMPER assume all of the ordinary risks incident to the nature of the Activities to be conducted, and the transportation to and from the Activities.

PARENT AND CAMPER are hereby informed that **under Texas law (Chapter 87, Civil Practice and Remedies Code), an equine professional is not liable for an injury to or the death of a Participant in equine activities resulting from the inherent risks of equine activities.**

The risks described above are inherent to the activities of KICKAPOO KAMP. They are such an integral part of the activities that if KICKAPOO KAMP were to eliminate them, the camping experience would be quite different than that which PARENT AND CAMPER expect. Other risks may be encountered, inherent and otherwise.

PARENT acknowledges and understands that no warranty, either express or implied is made by CAMP as to the CAMP premises nor the Activities, that dangerous conditions do exist and THAT THIS DOCUMENT IS SUFFICIENT WARNING that there are numerous dangerous conditions, risks and hazards involved in Participation that the Participation will expose CAMPER to such numerous dangerous conditions, risks and hazards. PARENT acknowledges and understand that the consequences of such risks and hazards may include illness, injury and death. PARENT further hereby states and confirms that PARENT INDIVIDUALLY AND ON BEHALF OF CAMPER, OTHER PARENTS AND FAMILY MEMBERS, EXPRESSLY ASSUMES ALL SUCH RISKS, HAZARDS AND DANGERS of the Participation with the understanding that CAMPER will be exposing both person and property to same.

IN CONSIDERATION FOR THE RIGHT TO PARTICIPATE IN CAMP ACTIVITIES PARENT AND CAMPER ON BEHALF OF THEMSELVES AND ALL OTHER FAMILY MEMBERS DO HEREBY RELEASE CAMP AND AGREE TO PROTECT, INDEMNIFY AND HOLD HARMLESS CAMP FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, DEMANDS, CAUSES OF ACTION OF ANY SORT, INCLUDING ATTORNEY’S FEES, RESULTING FROM CAMPER’S PARTICIPATION REGARDLESS OF whether same may result from NEGLIGENCE OF CAMP. PARENT hereby further covenants and agrees for PARENT AND CAMPER that PARENT AND CAMPER WILL NOT MAKE ANY CLAIM NOR INSTITUTE ANY SUIT OR ACTION AT LAW OR INEQUITY AGAINST CAMP arising out of or related to CAMPER’S Participation and/or the Activities.

PARENT has disclosed and provided all information regarding CAMPER for Participation.

PARENT AND CAMPER understand that CAMP reserves the right to dismiss any person from further participation in its camping program in the event that CAMP shall determine, in its sole judgment, that CAMPER has been guilty of a violation of CAMP rules. PARENT AND CAMPER also understand that no deduction will be made from the tuition fee for absences or withdrawals before the end of the term, except in cases of withdrawal during camp on CAMP doctor’s orders. In the case of withdrawal on CAMP doctor’s orders, PARENT understands that the fee will be prorated. If this should happen, any additional transportation costs resulting from the early return home of CAMPER shall be borne by and be the responsibility of the PARENT.

PARENT AND CAMPER also understand that CAMP STRONGLY discourages CAMPERS from bringing valuables such as but not limited to radios, walkmans, CD or DVD players, CDs or DVDs, gameboys, and expensive jewelry or activity equipment. If CAMPER chooses to bring such items CAMPER understands that CAMPER does so solely at CAMPER’S own risk.

CAMPER AND PARENT shall be liable for any damage to property or facilities of CAMP or of the property or facilities of others resulting from acts of CAMPER AND/OR PARENT either solely or in concert with others which are not routine actions of the CAMP program, whether accidental, intentional, or malicious.

PARENT AND CAMPER give permission and consent to the taking of photographs, video and interviews and give permission and consent for any such photographs, video or interviews to be published and used for advertising, promotion, publicity, or recreational viewing in publications and internet web sites related to CAMP, eCAMP, or other entity and their respective camping activities. PARENT AND CAMPER waive all claims for any compensation for such use or for damages.

The mandatory venue – the place where any case or dispute must be brought – shall be exclusive to Kerr County, Texas, and any action, suits, or claims regarding CAMP and/or arising from CAMPER’S Participation shall be brought and maintained in Kerr County, Texas.

**We (PARENT AND CAMPER), the undersigned, by placing signatures on this document verify that we have read, discussed, understand and are in agreement with and fully accept all of the statements, policies and assignments.**

\_\_\_\_\_  
PARENT or LEGAL GUARDIAN Signature

\_\_\_\_\_  
date

\_\_\_\_\_  
PARENT or LEGAL GUARDIAN Signature

\_\_\_\_\_  
date

\_\_\_\_\_  
CAMPER Signature

\_\_\_\_\_  
date