2200 South Washington Ave.
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**Group Name: _____**

# INDIVIDUAL ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

**EACH PARTICIPANT MUST FILL OUT THIS FORM. ALL FORMS SHOULD BE TURNED IN TO CAMP CHO-YEH BEFORE OR UPON ARRIVAL.**

I wish to enter onto Camp Cho-Yeh's premises and to participate in recreational activities to be made available to participants at Cho-Yeh Camp and Conference Center, Inc.("Camp Cho-Yeh"). I am aware that there are a number of risks of injury and death at Camp Cho-Yeh. I am aware that Camp Cho-Yeh has a lake on site and has direct access to a swimming pool. Therefore, I may have the opportunity to participate in aquatic activities including, but not limited to, swimming, kayaking, fishing and any other activity arranged for me by the group leader and Camp Cho-Yeh's Staff. I acknowledge that it is the full responsibility of me (or legal guardian if under the age of eighteen) to decide on and carry out any activity restrictions I (or legal guardian) deem personally necessary. I acknowledge that non-swimmers or weak swimmers should not participate in aquatic activities. I understand Camp Cho-Yeh also offers activities on a Challenge Course. This Course includes elements as high as forty-five (45) feet high with which a belay system is used as well as low elements approximately six (6) feet high with which group spotters are used. I understand that Camp Cho-Yeh offers activities on a paintball course. I acknowledge that paintball is a strenuous activity in which participants can and do get injured including the lower body, mid-section, upper body, and head. In addition, marks are usually left on the skin when a paintball makes contact with a participant. I understand other activities include, but are not limited to, team and individual sports, miscellaneous games, and all aspects of camping. I am aware and understand that the activities discussed in this document are only some examples of risks of injury and death at Camp Cho-Yeh, and that these and/or other activities in which I participate during my stay at Camp Cho-Yeh (the "Activities") may be hazardous or otherwise involve a risk of physical injury or death to participants. I understand hazards include, but are not limited to, the hazards of being in a wilderness area, the forces of nature, and other reasons associated with the activities.

In consideration of Camp Cho-Yeh permitting me to enter upon premises owned or controlled by Camp Cho-Yeh, to participate in Activities at Camp Cho-Yeh, and/or to use any equipment owned or controlled by Camp Cho-Yeh, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

**I expressly assume any and all risks of injury or death** arising from or relating in any way to the following "Causes": (i) my ingress, egress or presence or activity on Camp Cho-Yeh's premises (including but not limited to participation in Activities defined above), (ii) the condition of Camp Cho-Yeh's premises, the adjoining land, or any of the driveways, streets, or alleys used in connection with Camp Cho-Yeh's premises, or (iii) the use or condition of any equipment on Camp Cho-Yeh's premises or equipment owned or controlled by Camp Cho-Yeh, or (iv) any act or omission of Cho-Yeh Camp and Conference Center, Inc., its affiliates, contractors, vendors, directors, officers, agents, sponsors, employees, staff, volunteers, or representatives of any kind (collectively "Releasees"). On behalf of myself, my dependents and personal representatives, **I hereby agree to waive and release any and all actions, claims, suits or demands of any kind or nature** whatsoever against the Releasees arising from or relating in any way to any of the Causes. I understand and agree that this Individual Assumption of Risk, Waiver, Release and Indemnification Agreement means, among other things, that **if I am injured or die as a result of any of the Causes, I, my family, my heirs, and others cannot under any circumstances sue Releasees** or any of them for damages relating to or caused by my injuries or death. **However, the waivers and releases in this paragraph do not extend to the portion of any losses that are caused by the negligence of a Releasee**.

**I agree to indemnify**, to the extent permitted by the laws and constitution of the State of Texas, **Releasees** or any of them, and their subrogees, if any, in the event of any loss, damage or claim (including court costs and attorneys' fees) for my injury or death arising from or relating in any way to any of the Causes. **MY ASSUMPTION OF RISK, WAIVER, RELEASE, AND OBLIGATIONS TO INDEMNIFY THE RELEASEES UNDER THIS DOCUMENT SHALL APPLY TO LIABILITIES EXCEPT TO THE PORTION OF ANY LOSSES THAT ARE CAUSED BY THE NEGLIGENCE OF A RELEASEE.**

I understand and agree that I would not have been permitted upon premises owned or controlled by Camp Cho-Yeh, and/or to use any equipment owned or controlled by Camp Cho-Yeh had I not executed this Individual Assumption of Risk, Waiver, Release and Indemnification Agreement.

I have read this Assumption of Risk, Waiver, Release and Indemnification Agreement, have asked and received answers to any questions I had concerning its meaning, and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights.

I hereby consent to and authorize Camp Cho-Yeh to use and reproduce any photographs and/or video taken of me for the purposes of web and print media designs and publications, and I will not receive compensation for such use.

| _____ | _____ | _____ |
|---|---|---|
| Signature of Participant | Printed Name of Participant | Date |

| _____ | _____ | | | _____ |
|---|---|---|---|---|
| Street Address | City | State | Zip | Phone |

**FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN**

I am the parent or legal guardian of the child whose name and signature appear above. I have read and understand this Assumption of Risk, Waiver, Release and Indemnification Agreement, and consent on behalf of the Participant to its terms.

| _____ | _____ | _____ |
|---|---|---|
| Date | Signature of Parent | Printed Name of Parent |

| _____ | _____ | _____ |
|---|---|---|
| Date | Signature of Witness | Printed Name of Witness |