

# CAMPER PARTICIPATION AGREEMENT

CAMPER'S NAME

TERM

PARENT'S/GUARDIAN'S NAME

Please read this Agreement carefully. It must be signed by the Camper and at least one of Camper's parents or guardian (either, hereinafter called "Parent") on the last page. Camp Balcones Springs wants to be sure your family understands these important aspects of the Camp program, including its activities and risks, and the protection sought by Camp Balcones Springs from claims which might arise. If there is anything about this agreement that you do not understand, please call us.

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In consideration of the opportunity to participate in the Camp Balcones Springs experience, Parents and Camper acknowledge and agree as follows:

**1. Activities and Risks:** Parent and Camper understand that many activities will be conducted during the camping season, including lake swimming, water skiing, sailing, kayaking, blobbing, ropes course, zip line, climbing wall, hiking, horseback riding, soccer, flag football, baseball, softball, dance, woodworking, crafts, tennis, riflery, fishing, volleyball, overnight campouts, and other group games, activities and sports. (Blobbing involves a camper jumping onto a 40-foot inflated floating "pillow" from a tower. The camper then crawls to the end and is propelled upward when another person jumps on the blob. Our ropes course, zip lines and climbing walls involve campers climbing and participating in activities while 20-40 feet above ground while wearing safety equipment and supervised by instructors.) Campers may be driven off the Camp premises for a special activity or if necessary to visit a doctor, dentist, or orthodontist. Risks of camp include those associated with motor vehicle travel; exposure to the elements of nature, including heat, rain, and lightning; falls, bites, and other risks of horseback riding; communicable diseases; errors in judgment, failure to follow directions and careless conduct of other campers, staff and other persons with whom the camp may contract for certain services (including transportation); and other risks ordinarily associated with camping activities and vigorous recreation in an outdoor environment. Campers may suffer cuts, fractures and sprains, insect, reptile and other bites, plant and other allergies, food and water-related ailments,

communicable diseases, trauma from falls and contact with other persons and objects, heat and cold from exposure to the natural elements, emotional upset and, in extraordinary cases, death.

**2. Acknowledgment and Assumption of Risks:** Except with respect to those activities which are excluded immediately below, Parent and Camper ASSUME ALL OF THE RISKS of the Camp experience, whether or not described above and whether or not inherent in the activities in which Camper will be participating.

**PLEASE LIST ANY SPECIFIC ACTIVITY EXCLUSIONS:**

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**3. Release and Indemnity:** Parent, for himself or herself and on behalf of the Camper, agrees

a) to release and not to sue Camp Balcones Springs and their respective owners, Board of Directors, employees, other staff and representatives and contractors ("Released parties") with respect to any and all claims, demands, actions, causes of action, damages, injuries or losses of any kind (collectively "claims") arising in whole or part from Camper's enrollment, attendance and participation in camp activities and movement about the camp premises and use of its facilities and equipment.

b) to indemnify ("indemnify" meaning to protect and pay claims and damages including costs and attorneys fees) Released Parties and each of them, from and against any and all claims, by whomever they might be brought (family members, fellow-campers, and others) arising in whole or part from a loss incurred by, or caused by, Camper.

c) **These agreements of release and indemnity include, but are not limited to, claims based in whole or in part on the negligence (but not gross negligence or intentionally wrongful conduct) of a Released party and extend to all costs and attorneys fees incurred by Camp Balcones Springs.**

**4. Dismissal:** Parent and Camper understand that Camp Balcones Springs reserves the right to dismiss Camper from further participation in the camping program if the Camp determines, in its sole judgment, that Camper has violated Camp rules and traditions, or has otherwise acted in a manner detrimental to the best interests of the Camp and other Campers. Parent understands that no deduction will be made from the tuition fee for absences (including dismissal) 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 occur, any additional transportation

costs resulting from the early return home of Camper shall be borne by and be the responsibility of Parent.

**5. Loss of Property:** Parent understands that neither Camp Balcones Springs nor any other released party is responsible for loss or damage to Camper's personal property or possessions in the absence of willful misconduct by such persons. Mobile communication devices (including cell phones), and any device with the capability of digital photography are strictly prohibited. Parent and Camper understand that Camp Balcones Springs STRONGLY discourages campers from bringing valuables such as radios, walkmans, CD players, CDs, ipods, digital cameras, gameboys and expensive jewelry. If Camper chooses to bring such items, Camper does so at his or her sole risk.

**6. Medical Costs:** Parent understands that Parent is financially responsible for any required medical services that Camp Balcones Springs' staff and facilities and routine on-site doctor's visits cannot accommodate. These services include (but are not limited to) prescriptions, x-rays, physical therapy, lab work, dental and orthodontia work and emergency room visits. Parent is also responsible for the cost of emergency transportation by ambulance or air flight.

**7. Damage to Camp and Other's Property:** Parent and Camper understand that Parent shall be liable for any damage to the property or facilities of Camp Balcones Springs or of the property or facilities of others resulting in whole or in part from acts of Camper.

**8. Photo Release:** Parent, for himself or herself and on behalf of the Camper, gives permission and consents to the taking of photographs, videotapes, and interviews of Camper, and agrees that such photographs, videotapes, or interviews may be published and used for advertising, promotion, publicity, or recreational viewing by Parent, other Campers and their families and other persons, in publications and internet web sites related to Camp Balcones Springs, eCamp, CampMinder and/or the American Camp Association and their respective camping activities. Parent, for himself or herself and on behalf of the Camper waive all claims for any compensation for such use or for damage.

**9. Equine Warning:** The laws of the State of Texas require that Camper be given notice

**"WARNING:** 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."

10. **Applicable Law and Venue:** The laws of the State of Texas (but not the laws which might apply the laws of another jurisdiction) shall govern the interpretation of this document and any dispute which arises between Camper and/or Parent and the Camp, regarding this Agreement or otherwise. Any suit which may be filed must be filed exclusively in the County of Burnet, State of Texas.

11. **Other:** To qualify to take part in this summer's camping season, Parent and/or Camper, as required, have signed and completed this Agreement and the Health History and Examination Form containing authorization for medical treatment. Parent agrees that all information contained herein and in the other documents is true and correct and that Camp Balcones Springs and its representatives have full right and authority to rely on that information. Parent and Camper understand that Camp Balcones Springs reserves the right to reject any Camper in the event of the failure or refusal of the Camper or Parent to sign and execute all of the foregoing required documents.

Dated this \_\_\_ day of \_\_\_\_\_, 2008.

CAMPER'S  
SIGNATURE \_\_\_\_\_

PRINTED  
NAME \_\_\_\_\_

PARENTS' / LEGAL GUARDIAN'S  
SIGNATURE(S) \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME(S)  
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