

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in campground activities, and for other good and valuable consideration, we hereby agree to release and discharge from liability arising from negligence Camp Marshall and its owners, directors, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate (collectively referred to as Releasers).

Releasers also agree as follows:

1. We acknowledge camping at Camp Marshall and participating in campground activities involve known and unanticipated risks which could result in injury both physical and/or emotional injury, paralysis or permanent disability, death and/or property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls; burns from campfires; drowning in any bodies of water; falls from play equipment or caused by uneven surfaces; medical conditions resulting from physical activity; injuries from the rifle range; and damaged clothing or other property. We understand such risks cannot be totally eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. We expressly accept and assume all of the risks inherent in any activity or that might have been caused by negligence of the Releasees. Our participation in any activity is purely voluntary and we elect to participate despite the risks. In addition, if, at any time, we believe that conditions are unsafe or that we are unable to participate due to physical or medical conditions, we will discontinue participation immediately.
3. We hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with our participation in any activity, or our use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, we agree to indemnify and hold them harmless for all such fees and costs.
4. We represent that we have adequate insurance to cover any injury or damage we may suffer or cause while participating in any activity, or else we agree to bear the costs of such injury or damage. We further represent that we have no medical or physical condition which could interfere with our safety in any activity, or else we are willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. In the event that we file a lawsuit, we agree to do so solely in North Carolina, the state where Releasees' facility is located, and we further agree that the substantive law of North Carolina shall apply.

6. We agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and in effect.

By signing this document, the Releasor(s) agree that if we are hurt or our property is damaged during our participation in any activity or stay at Camp Marshall, then we may be found in a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. Further, we agree to cover any damage caused while on the property.

We have had sufficient time to read this entire document, and should we choose to do so, consult legal counsel prior to signing. Also we understand that some activities might not be made available to us or that the cost to engage in any activity would be significantly greater if we were to choose not to sign this release, and agree that the opportunity to participate at no cost in return for the execution of this release is a negotiated contract and reasonable.

We have read and understood this document and we agree that all persons identified below and any additional guests with you at Camp Marshall shall be bound by these terms.

Signature of Releasor_____

Date:_____

Print Name_____

Phone:_____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT- MUST BE COMPLETED FOR ANYONE UNDER 18 YEARS OLD

In consideration of (PRINT names of all minors): _____,

_____, _____, _____,

_____ being permitted to participate in any activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of or by minor(s) who are in anyway connected with such participation.