

CAMP ANOTHEN RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, _____, the parent or legal guardian of

_____, whose date of birth is _____

(hereinafter the "Minor"), for and in consideration of Expeditionary Adventures LLC, DBA Camp Anothen (hereinafter the "Operator") allowing the Minor to participate in activities on the Camp Anothen Challenge Course (hereinafter the "CHALLENGE COURSE"), for myself and on behalf of the Minor, and the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators and assigns, hereby agree to and make the following contractual representations, covenants and agreements pursuant to this Release, Hold Harmless and Indemnification Agreement (hereinafter the "Agreement"): 1. I hereby represent (a) that I am the parent or legal guardian of the Minor; (b) that the Minor is in good health and in proper physical condition to participate in the CHALLENGE COURSE activities; and (c) that the Minor is not under the influence of alcohol or any illicit or prescription drugs which would impair the Minor's ability to safely participate in the CHALLENGE COURSE activities.

I acknowledge and agree that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the CHALLENGE COURSE activities. I further acknowledge and agree that I am solely responsible for the Minor's safety and wellbeing at all times and under all circumstances while the Minor is at the CHALLENGE COURSE site.

2. I am aware of and fully understand the risk and inherent dangers involved in participating in the CHALLENGE COURSE activities provided by the CHALLENGE COURSE. I understand that the Minor's participation involves risks and dangers which include, without limitation, (a) the potential for serious bodily injury, permanent disability, paralysis and loss of life; (b) loss or damage to equipment and/or property; (c) exposure to extreme conditions and circumstances; (d) contact with other participants, spectators and natural or manmade objects; (e) dangers arising from weather conditions; (f) imperfect course conditions; (g) land, water and surface hazards; (h) inadequately safety measures; (i) equipment failure; (j) participants of varying skill levels; (k) situations beyond the control of the Operator; and (l) other undefined, not readily foreseeable and presumably unknown risks and dangers (hereinafter collectively the "Risks"). I understand that these Risks may be caused in whole or in part by, among other causes, the Minor's own actions or inactions, by the actions of others participating in CHALLENGE COURSE activities, or by the negligent acts or omissions of the Released Parties (as defined below). On behalf of the Minor, I hereby assume the Risks and agree to be responsible for any and all losses, costs, damages or expenses which may arise out of the Minor's participation in the CHALLENGE COURSE activities.

3. I understand that the Minor is required to abide by all regulations that the Operator may impose regarding the operation and utilization of the CHALLENGE COURSE. I specifically acknowledge that the Minor will be required (a) to listen carefully during the mandatory briefing session presented by the CHALLENGE COURSE staff, (b) to follow all safety rules, and (c) to undertake all activities in a responsible manner. IF THE MINOR IS UNWILLING OR UNABLE TO FOLLOW ANY SAFETY RULES ASSOCIATED WITH THE CHALLENGE COURSE ACTIVITIES, THE CHALLENGE COURSE STAFF SHALL HAVE THE RIGHT TO TERMINATE THE MINOR'S CONTINUATION OF SUCH ACTIVITIES, AND THE MINOR WILL NOT BE ENTITLED TO ANY REFUND OF HIS OR HER ADMISSION FEE.

4. I acknowledge that CHALLENGE COURSE staff will be on the course with the Minor and other participants, but that they will remain on the ground to monitor the activity of all current participants. I understand that they are not responsible for the safety of the Minor or any other participants.

5. On behalf of the Minor and myself, I hereby release, waive and covenant not to sue the Operator, its parent, subsidiary and affiliated companies, and their respective officers, directors, trustees, employees, agents and independent contractors (herein collectively the "Released Parties") with respect to any and all liabilities, claims, demands, causes of action, damages, losses, costs or expenses (including court costs and attorneys' fees) of any kind or nature whatsoever (hereinafter "Liabilities") which may arise out of, result from, or relate in any way to the Minor's participation in the CHALLENGE COURSE activities, including without limitation Liabilities related to injuries to or the death of the Minor, or damage to of loss of the Minor's property, and including without limitation claims for Liabilities caused in whole or in part by the negligent acts or omissions of the Released Parties. On behalf of the Minor and myself, I further agree that if, despite this Agreement, the Minor, or anyone on the Minor's behalf, makes a claim for any Liabilities against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from and against any such Liabilities which may be incurred as a result of such claim.

6. On behalf of the Minor and myself, I agree to indemnify and hold the Operator and the other Released Parties harmless from any liability, claim, demand, cause of action, loss, cost, damage or expense (including court costs and attorneys' fees), which arises out of, results from or related in any way to any actual or claimed negligent, intentional or wrongful act or omission by the Minor in connection with the Minor's presence at the CHALLENGE COURSE or the Minor's participation in CHALLENGE COURSE activities.

7. I hereby warrant that I am of legal age and authorized to enter into this Agreement, that I have read this Agreement carefully, and that I understand its terms and conditions. I acknowledge that I will be giving up substantial legal rights by signing this Agreement (including without limitation the right of the Minor; the Minor's parents/legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and matters, and no verbal representation, statements or inducements have been made a part of this Agreement. I hereby acknowledge and agree that this Agreement is intended to be construed and interpreted as broad and inclusive as is permitted by the laws of the State of Texas. If any portion of this Agreement is found or declared to be invalid or unenforceable, such invalidity shall not affect the remainder of this Agreement not found to be invalid, and the remainder of this Agreement shall remain in full force and effect. I agree that the venue for any action arising out of the Minor's participation in the CHALLENGE COURSE activities and this Agreement shall be in Tarrant County, Texas.

8. I authorize the Operator to administer all first aid measures the Minor may need, including the decision to have the Minor transported to a hospital, all of which will be done at my expense. I acknowledge that the Minor will not be covered by the insurance coverage of the Operator. 9. BY EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ THIS RELEASE, UNDERSTAND THE CONTENTS HEREOF, HAVE BEEN ADVISED AND HAD THE OPPORTUNITY TO SEEK INDEPENDENT COUNSEL OF MY CHOICE AND CERTIFY THAT I HAVE FREELY AND VOLUNTARILY EXECUTED THIS RELEASE. I FURTHER ACKNOWLEDGE THAT, BUT FOR THE EXECUTION OF THIS AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS HEREOF, THE OPERATOR WOULD NOT AUTHORIZE THE MINOR TO PARTICIPATE IN THE CHALLENGE COURSE ACTIVITIES AT THE CHALLENGE COURSE. NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY – CHALLENGE COURSE ACTIVITIES. YOU ARE AGREEING THAT THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE NUMEROUS DANGERS INHERENT IN THE ACTIVITY. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE OWNER AND OPERATOR OF THE CHALLENGE COURSE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD, OR ANY PROPERTY DAMAGE, THAT RESULTS FROM THE RISKS THAT ACCOMPANY THIS ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE OPERATOR OF THE CHALLENGE COURSE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS RELEASE.

EXECUTED this ____ day of _____, 20__.

_____ Parent/Guardian Printed Name Parent/Guardian Signature

_____ Parent Contact Information (cell/home#)