



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

This form must be FILLED OUT, SIGNED, AND DATED BY adult campers and visitors to Stoney Creek Ranch ("Stoney Creek", or the "camp"), and by the parents or guardian of minor campers (under 18 years of age). No one will be permitted to attend camp UNLESS Stoney Creek Ranch staff have RECEIVED THIS FORM COMPLETED, SIGNED AND DATED. In this agreement, the camper and other visitors, including chaperones of visiting organizations are referred to as "Campers".

In consideration of being allowed, to participate in activities at Stoney Creek Ranch and to move about its premises I, an adult visitor or camper, or parent or guardian of a minor visitor or camper hereby acknowledge and agree as follows:

In consideration of THE STONEY CREEK FOUNDATION, a Texas nonprofit corporation ("STONEY CREEK") accepting the application of the person indicated below as "CAMPER," and for permitting CAMPER to participate in the activities, curriculum, and events of STONEY CREEK (the "Program") on lands owned or used by STONEY CREEK or elsewhere (the "Stoney Creek Property"), the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement ("Participation Waiver") are entered into by or on behalf of CAMPER with and for the benefit of the STONEY CREEK and its Personnel.

I, Parent or legal guardian, agree to release and not to sue SCR, its directors, officers, employees, servants, instructors guides, teachers, and other personnel with respect to any claim I may have as a result of an injury suffered by Camper which arises in whole or part from 1) a risk which is inherent or assumed or 2) any factor other than the sole negligence or other wrongful conduct of SCR. "Sole negligence" in this context means that no conduct or circumstance has contributed to the claim or loss other than the negligence or other wrongful conduct of SCR.

CAMPER is aware of the risks inherent in walking, hiking, driving, camping, living in, working in, studying in, exploring, and otherwise engaging in activities in a rural environment, and CAMPER is aware that participating in the Program has certain additional dangers and risks, including, without limitations:

RUGGED TERRAIN: CAMPER is aware that the rugged terrain which surrounds and on which the Stoney Creek Property is located and from which the Program is conducted has dangerous obstacles and hazards; that these hazards may be hidden by brush, vegetation, or debris; and that if CAMPER becomes injured or lost in severe weather conditions or difficult

terrain there is a risk of delay in being rescued.

TRAVEL: CAMPER is aware of the risk of mechanical failure or operational error including driver error in the operation of cars, vans, buses that may be used at the Stoney Creek Property and/or as part of the Program and that there may be increased risks of travel in rugged areas, especially in severe weather conditions.

WEATHER: CAMPER is aware that weather conditions may be extreme and can change rapidly without warning. The Stoney Creek Property is located in a remote region that is subject to unpredictable, and potentially dangerous and severe weather systems and conditions, including, but not limited to, rainstorms, thunderstorms, hailstorms, duststorms, flashfloods, and wildfires.

WILDLIFE: CAMPER is aware that the remote area where the Stoney Creek Property is located contains wild animals and insects, including venomous snakes, poisonous insects, and other poisonous fauna and flora. CAMPER is also aware that the behavior of such wildlife is unpredictable. CAMPER is further aware emergency medical attention may not be available and that CAMPER is solely responsible for maintaining an adequate supply of medication on my person to treat any and all allergic reactions CAMPER may have to insect bites and stings or the touching of certain plant life.

CAMPER assumes and accepts all the risks and dangers of participating in the Program and the possibility of personal injury, death, property damage or other loss as a result, whether due to the risks described above, any other risk, my health or otherwise, except the risk of the sole negligence of SCR, as defined above. CAMPER agrees that, although STONEY CREEK and the Personnel may take precautions to reduce the risks and increase the safety of participating in the Program and to determine whether a particular path is safe from certain of the risks described above before it is traversed, it is not possible for STONEY CREEK or the Personnel to make participating in the Program totally safe. CAMPER accepts these risks, except for the sole negligence of SCR, as defined above, and agrees to the terms of this Participation Waiver. Furthermore, I consent to give my child, as defined above, permission to participate in all activities including, but not limited to, low ropes course, high ropes course, zip line, swimming, kayaking, other water activities, and all indoor and outdoor events and activities. I understand all activities are optional and that my child or I have voluntarily applied to participate in the events and activities of Stoney Creek. I understand the foregoing activities and all other events, hazards or exposures connected with Stoney Creek and the indoor and/or outdoor activities, involve risk of harm and that accidents or illness can occur in places without medical facilities, physicians, or surgeons. I am aware of the risks and damages inherent with those activities and I knowingly assume the risk of injury except injury arising from the sole negligence of SCR, as defined above.

In the event of an emergency, CAMPER hereby expressly: (i) grants permission to the physician and/or treatment facility selected by the Personnel to secure and administer treatment, including hospitalization, and (ii) releases, holds harmless, and indemnifies the Personnel from and against any and all losses, injuries, and/or damages suffered by CAMPER as a result of such treatment.

I, personally, and on behalf of my child (if child is the camp participant), hereby give Stoney Creek permission to use my and/or my child's name, photograph, quotations and likeness in any advertisements or promotions performed in connection with the camp and agree that neither I nor my child shall be entitled to any compensation for such use.

In signing this Participation Waiver, CAMPER is not relying on any oral, written or visual statements of any kind, including promotional statements made by STONEY CREEK in its

brochures or any other materials prepared by or published by STONEY CREEK or by any of the Personnel to induce me to participate in the Program. CAMPER or the authorized guardian of CAMPER signing below confirms that CAMPER is of the full age of eighteen (18) years or this Participation Waiver has been executed by a parent or legal guardian of CAMPER, that CAMPER has had sufficient time to read and understand what he/she is agreeing to in this Participation Waiver before signing it and that it will be binding upon CAMPER'S heirs, next of kin, executors, administrators and successors.

CAMPER agrees that this Participation Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of Texas. CAMPER hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of Texas and agrees that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in the State of Texas in Houston, Harris County, Texas, and nowhere else.

CAMPER further agrees that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, CAMPER, or anyone on behalf of CAMPER, makes a claim against STONEY CREEK or its Personnel, , CAMPER hereby **AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS** STONEY CREEK and its Personnel from any litigation expenses, attorneys' fees, loss, liability, damage, or cost which is incurred by STONEY CREEK or its Personnel as a result of such claim, except for claims arising from the sole negligence by SCR as defined above.

Signed this _____ day of _____, _____

SIGNATURE OF CAMPER (if 18 years or older)

PRINTED NAME OF CAMPER _____

ADDRESS OF CAMPER _____

CITY, STATE AND ZIP CODE _____

CAMPER'S DATE OF BIRTH _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN OF CAMPER, IF CAMPER APPLICANT IS LESS THAN 18 YEARS OF AGE
