

CAMP EAGLE
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (ADULT)

This Release and Waiver of Liability and Indemnity Agreement (the "Release") is made to release all liability for my death, bodily injury, property damage, or damage of any kind that may arise while I am on that certain property consisting of approximately 1,384 acres, and known locally as Camp Eagle in Real County, Texas (the "Property"). I understand and agree that the term "Property" as used in this Release includes, without limitation, the following Property improvements or features: (i) roads and roadways, (ii) paths and trails, (iii) waterways, docks, diving boards and diving platforms, (iv) swimming pools, (v) buildings, (vi) stables, (vii) barns, (viii) fencing, (ix) recreational facilities, (x) other improvements, and (xi) all areas contiguous or appurtenant to the Property. The Property is owned by Eagle Blue Limited Partnership, a Texas Limited Partnership, and used as a Christian youth summer camp, camp for people of all ages, retreat, and recreational facility by Camp Eagle, a nonprofit, religious based organization. For purposes of this Release, both Eagle Blue Limited Partnership and Camp Eagle are collectively referred to in this Release as "Owner."

In consideration for being permitted to enter onto the Property, and for other consideration, I make the following agreements:

1. I waive all rights and privileges I may have to bring any lawsuit, cause, or claim of any kind against the Owner or the Owner's representatives, agents, officers, directors, or employees for any damage, loss, cost, expense, fees, and liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future, in connection with or arising from my death, bodily injury, property damage, and other damage, occurring while I am on the Property; and
2. I release the Owner and the Owner's representatives, agents, officers, directors, and employees from all damage, loss, cost, expense, fees, and liability of any nature, kind or type, whether known or unknown, and whether now existing or that may arise in the future, in connection with or arising from my death, bodily injury, property damage, and other damage, occurring while I am on the Property; and
3. I indemnify and hold the Owner and the Owner's representatives, agents, officers, directors, and employees harmless from all damage, loss, cost, expense, fees, or liability of any nature, kind or type, whether known or unknown, and whether now existing or that may arise in the future, in connection with or arising from my death, bodily injury, property damage, and other damage, occurring while I am on the Property; and
4. I assume full responsibility for any and all risk of bodily injury, death, property damage, and other damage, loss, cost, expense, fees, or liability of any nature, kind, or type, whether known or unknown, and whether now existing or that may arise in the future, occurring while I am on the Property. I acknowledge that Medical Treatment will not be provided by Owner.

I understand and acknowledge that activities such as [but not limited to] biking, kayaking, canoeing, swimming, hiking, backpacking, volley ball, rock climbing, rappelling, exploring caves or spelunking, "zip" lining, riding horses, being around horses, participating in "paint ball" games, driving or riding "4 wheelers", or all terrain vehicles, motorcycles, and similar vehicles are inherently dangerous activities and involve a large degree of risk of death, bodily injury, property damage, and other damage. I agree that the terms of this Release are intended to be as broad and inclusive as permitted by Texas law, and to provide as comprehensive a waiver, release, and indemnification of the Owner as is possible. I hereby give my consent for the Owner to use any photograph, videotape, or likeness of myself or my children, without compensation or remuneration, in advertising or promoting Camp Eagle, or any program or activity offered at Camp Eagle.

I have read and voluntarily signed this Release, without any pressure or coercion whatsoever. There have been no oral representations, promises, statements, or inducements made to me, or to any other third party, to encourage, support, or facilitate my signing of this Release, other than as a condition of my entering onto [or my minor child(ren) entering onto] the Property. In case any one or more of the provisions contained in this Release shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions in this Release, and this Release shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Release shall be binding upon my heirs, estate, executors, guardians, administrators, legal representatives, successors, and assigns.

I HAVE CAREFULLY READ THIS RELEASE. I UNDERSTAND THAT, AMONG OTHER THINGS, IT IS A WAIVER AND RELEASE OF ALL OF MY POTENTIAL CLAIMS FROM ME, INDIVIDUALLY, AND ON BEHALF OF MY CHILDREN NAMED BELOW, AGAINST THE OWNER FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, AND OTHER DAMAGE. I UNDERSTAND THAT I AM INDEMNIFYING AND HOLDING THE OWNER HARMLESS FROM ANY AND ALL POTENTIAL LIABILITY OF ANY KIND ARISING FROM OR IN CONNECTION WITH MY DEATH, BODILY INJURY, PROPERTY DAMAGE, AND OTHER DAMAGE. I AM EXPRESSLY ASSUMING ALL RISKS INHERENT, WHETHER KNOWN OR UNKNOWN, IN BEING ON THE PROPERTY AND PARTICIPATING IN ACTIVITIES ON THE PROPERTY.

[Signature of person signing Release]:

By: _____
Printed Name: _____
Date: _____

Name: _____