

Name of Person(s) Attending the Event: _____

**CAMP FIRE SOUTHEAST TEXAS, INC. & CAMP NIWANA
“WAIVER”
WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT, PHOTO PERMISSIONS**

1. In consideration for participating in CAMP FIRE SOUTHEAST TEXAS, INC./CAMP NIWANA events called “2019 Summer Camp Season” I hereby RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE CAMP FIRE SOUTHEAST TEXAS, INC./CAMP NIWANA, their representatives, their officers, servants, agents, and employees (here in after referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by (my children, myself, or any person I have brought or sent to this activity), or to any property belonging to such, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises. I recognize that the camp is a natural environment with risks such as insects, heat, sun, animals, rough terrain, interactions with other people, risks inherent with pools and lakes, and many other risks, up to and including death for me or my participants that I have brought or sent, and I/we voluntarily choose to attend/participate despite these risks.

2. To the best of my knowledge, I, or my minor child/ward as named above, or anyone else I have brought or sent to this activity can fully participate in this activity. I am fully aware of the risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by myself, children and/or child under my guardianship or whom I have brought or sent to this facility or any loss or damage to property owned by any of same, as a result of being engaged in such an activity, whether caused by the negligence of releasees or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney’s fees, that may incur due to my/their participation in said activity, whether caused by negligence of releases or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family, my heirs, assigns and personal representative, and shall be deemed as a Release, Waiver, Discharge And Covenant Not To Sue the above named Releases. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

5. I understand that Camp Fire Southeast Texas, Inc./Camp Niwana and representatives, employees, directors and board members will not be responsible for any medical costs associated with an injury I, my children and/or any child under my guardianship or supervision, or anyone I have brought or sent to this activity, may sustain.

6. I further agree that I will further assume the complete risk for myself, my children or those under my guardianship or supervision, or anyone I have brought or sent to his activity, for any activity done in violation of any rule or directive or instruction.

7. I also understand that I should and am urged by Camp Fire Southeast Texas, Inc./Camp Niwana to obtain adequate health and accident insurance to cover any personal injury to myself, my family and/or any child under my supervision, or anyone that I have brought or sent, that may be sustained during the activity or the transportation to and from said activity.

8. I give permission to use the print, still, video, digital or electronic images, representation, likeness, oral/verbal comments or written comments of my children, myself, or any person I have brought or sent to this activity in any form now known or ever to be discovered, for purposes of advertising, fundraising, evaluation, sales or any other purpose, with no further notification or compensation. I additionally understand the need for and certify that I do have the proper legal permissions for all persons in any photo that I share with or give to Camp Niwana/Camp Fire Southeast Texas, Inc., in any manner such as print, digital, email, websites, blogs, Twitter, Facebook, Instagram, Tumblr, and/or any and all methods now known or ever to be discovered. I understand that all images that I share with or give to any representative of Camp Niwana/Camp Fire Southeast Texas, Inc. in any manner may, can, or will be used for advertising, fundraising, grant applications, sales or any other appropriate purpose that is to the benefit, including financial, of Camp Niwana/Camp Fire Southeast Texas, Inc., with no further notification or compensation.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have carefully read the foregoing “Waiver”, including Waiver of Liability and Hold Harmless Agreement and Photo Permissions. I understand it and I sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 2019.

PRINTED NAME (parent/guardian/responsible party): _____

SIGNATURE (parent/guardian/responsible party): _____