

CAMP LONGHORN PARENT/CAMPER AGREEMENT

Please read this carefully; it contains information about the Camp Longhorn experience and affects your legal rights, and those of your camper, in the event of an injury or other loss. It must be signed by the camper and by at least one parent (preferably both) or legal guardian. The parent or legal guardian signs for himself or herself and on behalf of the camper.

ACTIVITIES AND RISKS

In consideration for Camp Longhorn providing its facilities, services and activities, I, parent, for myself and for camper, acknowledge and agree:

Camp Longhorn offers a variety of activities (a full list is available at www.camplonghorn.com) in a rugged outdoor environment consisting of hilly, rocky terrain near natural bodies of open water. There is the possibility of an encounter with harmful plants, snakes and other creatures that sting or bite all common to the Texas Hill Country. Additionally, Camp's program includes activities which carry inherent risk from contact with objects or other campers. Campers will be daily involved in vigorous water activities in pools and natural lakes. Camp activities may include travel off premises in Camp's vehicles operated by Camps drivers. Campers at Indian Springs will have horseback as an activity. Camp Longhorn is obligated by Texas law to provide to persons participating in horseback activities the following: "Warning; Under Texas law, an equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities." Campers may suffer, among other injuries and ailments, cuts, fractures, sprains, insect, reptile and animal bites, plant and other allergies, food and water related ailments, trauma from contact with other persons and objects, emotional upset and in extraordinary cases, death, including by drowning. These risks are inherent in outdoor activity and are such a part of the entire Camp Longhorn experience that if Camp were to eliminate them, the experience would be quite different from what our camp parents and campers expect.

ACKNOWLEDGEMENT AND ASSUMPTIONS OF RISK

I have read, discussed with my camper and understand the description of Camp activities in this document and in other materials provided by Camp Longhorn. For myself and on behalf of my camper, I acknowledge and assume the risks and dangers described above, and all others associated with my camper's enrollment and participation in the activities of Camp Longhorn.

RELEASE AND INDEMNITY

Parent for him or herself, and, to the maximum extent allowed by law, on behalf of the camper, agrees:

- a) To release and not to sue Camp Longhorn, its owners, directors, staff with respect to any and all liability and claims, for property loss, personal injury, death or otherwise arising in whole or part from campers enrollment or participation in Camp activities or presence on Camp premises.
- b) To hold harmless and indemnify the released parties from and against all claims, by whomever they may be brought (including family members, fellow campers, and others) arising in whole or part from a loss incurred by a camper or caused by a camper related to his or her enrollment or participation in Camp activities on or off Camp premises.
- c) These agreements of release and indemnity include, but not exclusively, claims based in whole or part on a released party's alleged or actual negligence (but not gross negligence or intentionally wrong conduct.)

OTHER

- a) It is imperative that campers abide by the rules and expectations of Camp Longhorn for their safety and that of their fellow campers and may be dismissed from camp, and sent home, in the event of violations of these or other requirements of camp administration.
- b) From time to time it will be required that Camp's doctors and nurses administer routine medical care. Parents will not always be notified unless a camper must be sent for outside care. In a situation which the camp considers a medical emergency and parents cannot be reached, camp directors are hereby granted permission to secure medical treatment for camper, which may include but is not limited to hospitalization, surgery, ordering injections, anesthesia and other medical care, including exchanging medical information with a third party caregiver.
- c) If a dispute arises between a camper or parent and camp which cannot be resolved by agreement, parent for himself and on behalf of the camper, agrees that the dispute will be resolved exclusively by binding arbitration in Burnet or Llano Counties, Texas, according to the then existing commercial rules of the American Arbitration Association and the substantive laws of Texas.
- d) Parent hereby give permission to the camp to use photographs, videos or other images of camper for such purposes as the camp deems appropriate, including promotion and marketing of the camp.

Parent/Guardian Signature _____ **Camper Signature** _____
Parent/Guardian Signature _____ **Date** _____