

RVR Summer Camp Release and Waiver Agreement



Name of Participant (printed): _____ (hereinafter "Participant") Age: _____

IF Participant is UNDER 18, Name of Parents/Legal Guardians (printed): _____ (hereinafter "Guardians")

1. This Release & Waiver Agreement (hereinafter "Agreement") is made this day _____ (month/day/year) by and between:
(1) Participant, if Participant is over the age of eighteen (18), and any of Participant's heirs, beneficiaries, personal representatives, or assigns;
OR (2) Guardians, if Participant is under the age of eighteen (18), and any of Participant's and Guardians' respective heirs, beneficiaries, personal representatives, or assigns (hereinafter "Releasors"); AND Peter & John Radio Fellowship, Inc., River Valley Ranch, L.L.C., & their principals, directors, officers, agents, employees, and volunteers (hereinafter "Releasees").
2. **Assumption of the Risk and Safety.** Releasors acknowledge and assume the risks of injury, including but not limited to property damage, personal injury, and/or death, from participation in activities at River Valley Ranch (RVR). Activities include a broad range of options detailed as follows— Action Sport Activities: The Participant(s) may engage in action sports, including paintball (using compressed air markers), archery tag (with foam-tipped arrows), and bubble soccer (playing with the head and torso encased in an inflatable bubble). These activities involve physical exertion, shooting projectiles at others, and may include running. The undersigned authorizes RVR to transport Participant(s) within the campus for these activities. Acknowledging these risks, express permission is given for participation as designed by RVR. Adventure Activities: Participant(s) may participate in adventure activities such as zip-lining, high and low ropes courses, climbing activities, giant swing, bouldering, and ninja barn (with elements like warped wall and balance challenges), along with hiking and camping. These activities are particularly unsuitable for pregnant individuals or participants exceeding 250 pounds. Consent is given for RVR to transport Participant(s) as required for these activities. Recognizing the inherent risks, explicit permission is granted for participation in the adventure activities as programmed by RVR. Horse Activities: Participant(s) may also engage in horse-related activities, including horseback riding and horsemanship ground lessons. These activities are not recommended for participants over 230 pounds due to the risks associated with riding live animals. Consent is hereby given for the Participant(s)' involvement in these horse activities as organized by RVR. The undersigned affirms that the Participant(s) is in good health, suitable for the specified activities, and within the weight limits. It is agreed that the Participant(s) will undergo all necessary safety training and use all provided safety equipment for activities requiring such measures.
3. **Waiver of Liability.** Releasors hereby release, remise, acquit, and forgive Releasees from any and all liability of any nature, including negligence, breach of contract, for any and all injury or damage (including but not limited to property damage, personal injury, illness, paralysis, and/or death) to Releasors as the result of Releasors' participation in any of the activities at River Valley Ranch, including but not limited to any such injury or damage resulting from the sole negligence of Releasees, but not including any such injury or damage resulting from the intentional actions and/or gross negligence of Releasees.
4. **Waiver of Claims.** Releasors hereby expressly waive any claim, lawsuit, complaint, charge, or cause of action against Releasees for any and all injury or damage (including but not limited to property damage, personal injury, illness, paralysis, and/or death) to Releasors as a result of Releasors' participation in any of the activities at River Valley Ranch, including but not limited to any such claim, lawsuit, complaint, charge, or cause of action resulting from the sole negligence of Releasees, but not including any claim, lawsuit, complaint, charge, or cause of action resulting from the intentional actions and/or gross negligence of Releasees.
5. **Indemnity.** In addition to and not in substitution of any other indemnification obligations of Releasors under this Agreement and/or applicable law, to the fullest extent permitted by law, Releasors shall defend, indemnify, & hold harmless Releasees from & against any & all claims, damages, expenses, costs, fines, penalties, attorneys' fees, liens, mechanic's liens, suits, judgments & any other liabilities of any kind, including, but not limited to, liabilities for property damage, personal injury, or death arising out of or resulting from or in connection with any acts or omissions of Releasees that arise out of or relate to Releasors' participation in any activities at River Valley Ranch, regardless of whether or not caused in part by Releasees.
6. **Releasors' Understanding.** Releasors agree that that this Agreement is not the product of grossly unequal bargaining power, and that Releasors have had a full and fair opportunity to review the provisions of this agreement and seek legal counsel regarding the legal ramifications of this Agreement. Releasors further agree that this Agreement does not amount to or relate to a transaction affecting the public interest. Releasors expressly acknowledge that participation in any camp or activity at River Valley Ranch is entirely voluntary, and that Releasors assent to the terms of this Agreement as a precondition to being permitted to participate in any activity at River Valley Ranch. Releasors expressly acknowledge that they are completely waiving their right to sue Releasees for any reason, including negligence or any legal basis for any damages that Participant and/or Releasors may suffer as a result of participation in any activity at River Valley Ranch (except for damages caused by Releasees' intentional acts or gross negligence). If this Agreement is signed by Guardians, Guardians expressly acknowledge that they are completely waiving their right to sue Releasees for any damages that Guardians or their minor child, Participant, may suffer as a result of participation in any activity at River Valley Ranch (except for damages caused by Releasees' intentional acts or gross negligence).
7. **Agreement Binding upon Heirs and Beneficiaries.** It is understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs, beneficiaries, and assignees.
8. **Governing Law.** The agreement is deemed to be entered into the State of Maryland and to be governed and enforced pursuant to the law of the State of Maryland.
9. **Jurisdiction.** All claims or disputes arising out of or related to this agreement or from Participant's participation in any activity at River Valley Ranch shall be brought and maintained in the courts of Carroll County, Maryland. Releasors expressly consent and submit to the exclusive jurisdiction of such courts.
10. **Severability.** If any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. **Transportation.** Releasors give their permission to River Valley Ranch to transport any camp participant from one activity to another by an authorized member of the River Valley Ranch staff and within an authorized River Valley Ranch vehicle, if deemed necessary by River Valley Ranch.
12. **Consent to Be Photographed.** Releasors give permission and consent to be photographed and/or filmed during activities and while on premises at River Valley Ranch (RVR). Releasors further give permission and consent that any such photographs may be published and used by River Valley Ranch and the American Camp Association® and its agents, to illustrate and promote the camp experience, River Valley Ranch and its programs, or the American Camp Association.

I HEREBY CERTIFY THAT I HAVE READ & UNDERSTAND ALL OF THE FOREGOING TERMS OF THIS AGREEMENT & EXPRESSLY ASSENT THERETO.

IF Participant is OVER 18, Signature of Participant: _____ Date: _____

IF Participant is UNDER 18, Signature of first Parent/Guardian: _____ Date: _____

Signature of second Parent/Guardian: _____ Date: _____