

## DEER CREEK CAMPGROUND

### WAIVER AND RELEASE OF LIABILITY

#### READ BEFORE SIGNING

1. In consideration of **MARCY RANDOLL PROPERTIES & INTERIORS, LLC d/b/a DEER CREEK CAMPGROUND** (hereinafter "**Deer Creek Campground**") furnishing services, food and/or equipment to enable me to participate in canoeing, kayaking, rafting, tubing, meals, camping, lodging and any other activities offered by **Deer Creek Campground**, I, X \_\_\_\_\_ (**INSERT PRINTED NAME**), the undersigned, acknowledges, appreciates and agrees that:
2. The risk of injury from the activities involved in camping and or floating is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce risk, the risk of serious injury does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or other, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated customary terms and conditions of participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from the participation and bring such to the attention of **Deer Creek Campground** immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS **Deer Creek Campground**, and its members, officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, to the fullest extent permitted by law; and,
6. I authorize and release to **Deer Creek Campground** the use of my image in any photograph or video recording for any purpose; and,
7. I have adequate health, disability and life insurance for myself and my family. I hereby give permission for transportation to any medical facility or hospital, and I authorize for any qualified person or medical personnel to render medical care for my family and myself; and,
8. I understand and agree that the cost of any search and rescue or evacuation undertaken on my behalf will be my responsibility. I agree in advance to pay any and all such costs should I be held responsible for such costs. I agree to indemnify and hold harmless **Deer Creek Campground** for any costs they may be charged for any evacuation or search and rescue undertaken on my behalf; and,



9. I agree not to use any illegal drugs or excessive alcohol while undertaking any activity with **Deer Creek Campground**. I agree to return all equipment on the agreed upon date in the same condition as when received, and to pay for any equipment lost, damaged or stolen; and,
10. I further agree that I and all persons in my group will wear life jackets at all times while in the watercraft, in the water or around the shore.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OR RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

X \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
**PARTICIPANT'S SIGNATURE**

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE  
 (UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
**PARENT/GUARDIAN'S SIGNATURE**

\_\_\_\_\_  
**PRINT NAME OF PARENT/GUARDIAN**