

Assumption Of Risk And Indemnity Agreement

PLEASE READ CAREFULLY

Warning: By Signing This Agreement, You Give Up The Right To Sue For Any Injury Or Damage, How So Ever Caused.

To: Rivers Edge Camping Association (here in after referred to collectively as RECA) and employees, representatives, officers and agents (here in after referred to collectively as RECA employees).

“Paintball” at or organized by RECA shall include any Paintball related activity that a person participates in or is a spectator of, including, but not limited to: block times, open sessions, clinics, and group programs.

I acknowledge that Paintball entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Such risks include, among other things: tripping over brush debris or obstacles; injuries as a result of being marked (shot); equipment failure, falling to the ground, on other users; abrasions from the course; exertion from physical activities beyond ones personal limits, the negligence of other participants, visitors, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

I _____, hereby sign this agreement on behalf of personal representatives, my heirs, assigns and myself.

1. I agree as a precondition to my participation in a “Paintball” organized by RECA and conducted by RECA and/or its employees, and in further consideration of RECA allowing me to do so, to be strictly bound by the terms of the waiver. Assumption of Risk and Indemnity Agreement (here in after referred to as “This Agreement”).
2. I acknowledge that “Paintball” involve INHERENT RISKS that may cause SERIOUS INJURY and POSSIBLE DEATH TO PARTICIPANTS.
3. I fully understand the risks and dangers associated with my participation in “Paintball” and ACCEPT IT ENTIRELY AT MY OWN RISKS.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have now or in the future, against RECA and RECA employees and release RECA and RECA employees from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in “Paintball” DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on part of RECA or RECA employees. I further AGREE TO INDEMNIFY RECA and RECA employees for any and all legal fees (on a solicitor and his own client basis) or losses or costs that may be incurred in defending any lawsuit or claim I may bring against them
5. I appreciate that This Agreement applies whether RECA is at fault or not and it limits the liability of RECA employees to the same extent as it limits the liability of RECA even though RECA employees are not formal parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE RECA OR RECA EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

Participant/Spectator
(Print)

Participant/Spectator
(Sign)

Witness
(Sign)

Parent/Legal Guardian
(Print)

Parent/Legal Guardian
(Sign)

Witness
(Sign)

Date _____

Activity Date(s) _____

Phone _____

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“Equine Activities” at or organized by RECA shall include any horse related activity that a person participates in or is a spectator of, including, but not limited to: riding arena or trail lesson, cattle penning, roping, clinics, shows or gymkhanas, day camps, boarding, leasing, breeding, training, horse sales and group programs.

“Inherent Risks” of equine activities shall mean those dangers or conditions which are an integral part of equine activities,

Including, but not limited to:

1. The propensity of equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity.
2. The unpredictability of any equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals.
3. The equine’s response to certain hazards such as surface and subsurface objects.
4. Collisions with other equines, animals, people and objects.
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others. Such as failing to maintain control over the equine or to act within his or her ability.

I _____, hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in a “equine activity” organized by RECA and conducted by RECA and/or it’s employees, and in further consideration of RECA allowing me to do so, to be strictly bound by the terms of the waiver. Assumption of Risk and Indemnity Agreement (here in after referred to as “This Agreement”).
2. I acknowledge that “equine activities” involve INHERENT RISKS that may cause SERIOUS INJURY and POSSIBLE DEATH TO PARTICIPANTS.
3. I fully understand the risks and dangers associated with my participation in this “equine activity” and ACCEPT IT ENTIRELY AT MY OWN RISKS.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have now or in the future, against RECA and RECA employees and release RECA and RECA employees from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this “equine activity” DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on part of RECA or RECA employees. I further AGREE TO INDEMNIFY RECA and RECA employees for any and all legal fees (on a solicitor and his own client basis) or losses or costs which may be incurred in defending any lawsuit or claim I may bring against them.
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“Mountain boarding/Cycling” at or organized by RECA shall include any of the listed activities and/or related activity that a person participates in or is a spectator of, including, but not limited to: block times, open sessions, clinics, riding, shows, day camp, mountain boarding sales, group programs, and swimming.

“Inherent Risks” of mountain boarding/cycling/ activities shall mean those dangers or conditions that are an integral part of mountain boarding/cycling activities,

Including, but not limited to:

1. The failure of equipment in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity.
2. The unpredictability of the participants’ reaction to certain hazards such as sticks, stones, gopher holes, sudden movement and unseen or seen objects, persons or unforeseen happenings.
3. The participants’ response to certain hazards such as surface and subsurface objects.
4. Collisions with other mountain boards/cyclists, animals, people and objects.
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others. Such as failing to maintain control over the Mountain boarding/Cycle or to act within his or her ability.

I _____, hereby sign this agreement on behalf of personal representatives, my heirs, assigns and myself.

1. I agree as a precondition to my participation in a “Mountain boarding/Cycling” organized by RECA and conducted by RECA and/or it’s employees, and in further consideration of RECA allowing me to do so, to be strictly bound by the terms of the waiver. Assumption of Risk and Indemnity Agreement (here in after referred to as “This Agreement”).
2. I acknowledge that “Mountain boarding/Cycling” involve INHERENT RISKS that may cause SERIOUS INJURY and POSSIBLE DEATH TO PARTICIPANTS.
3. I fully understand the risks and dangers associated with my participation in this “Mountain boarding/Cycling activity” and ACCEPT IT ENTIRELY AT MY OWN RISKS.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have now or in the future, against RECA and RECA employees and release RECA and RECA employees from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this “Mountain boarding/Cycling activity” DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on part of RECA or RECA employees. I further AGREE TO INDEMNIFY RECA and RECA employees for any and all legal fees (on a solicitor and his own client basis) or losses or costs that may be incurred in defending any lawsuit or claim I may bring against them.
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“Ropes Courses and Wall Climbing” at or organized by RECA shall include any Ropes related activity that a person participates in or is a spectator of, including, but not limited to: block times, open sessions, clinics, and group programs.

I acknowledge that rock climbing on an artificial climbing wall and High Ropes Challenge Courses entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Such risks include, among other things: falling off the wall, rock or course, loose and/or damaged artificial holds or loose rock; equipment failure, falling to the ground, on other users, or being fallen on by other users; abrasions from the wall or rock, ropes, pads, poles or the floor/ground; equipment failure; belay and/or belayer failure; climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

I _____, hereby sign this agreement on behalf of personal representatives, my heirs, assigns and myself.

1. I agree as a precondition to my participation in a “Wall Climbing/High Ropes/ Low Ropes activities” organized by RECA and conducted by RECA and/or it’s employees, and in further consideration of RECA allowing me to do so, to be strictly bound by the terms of the waiver. Assumption of Risk and Indemnity Agreement (here in after referred to as “This Agreement”).
2. I acknowledge that “Wall Climbing/High Ropes/ Low Ropes” involve INHERENT RISKS that may cause SERIOUS INJURY and POSSIBLE DEATH TO PARTICIPANTS.
3. I fully understand the risks and dangers associated with my participation in “Wall Climbing/High Ropes/ Low Ropes” and ACCEPT IT ENTIRELY AT MY OWN RISKS.
4. I hereby WAIVE ANY AND ALL CLAIMS which I may have now or in the future, against RECA and RECA employees and release RECA and RECA employees from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in this “Wall Climbing/High Ropes/ Low Ropes” DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on part of RECA or RECA employees. I further AGREE TO INDEMNIFY RECA and RECA employees for any and all legal fees (on a solicitor and his own client basis) or losses or costs that may be incurred in defending any lawsuit or claim I may bring against them.
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