

## ADDENDUM C: Family Camp

### Release and Indemnity Agreement - Camp John Marc

Please read this Release and Indemnity Agreement ("Release") carefully before signing.

Name of Camper: \_\_\_\_\_ (hereinafter "Camper")  
Name of Camper: \_\_\_\_\_ (hereinafter "Camper")  
Name of Camper: \_\_\_\_\_ (hereinafter "Camper")  
Name of Camper: \_\_\_\_\_ (hereinafter "Camper")  
Name of Camper: \_\_\_\_\_ (hereinafter "Camper")

The foregoing are collectively called "Campers".

Name of Parent(s) or guardian(s): \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Parent(s)")

A. PARTICIPATION CONSENT: For myself and Campers, the undersigned understands and acknowledges that risks and dangers exist during the camp program(s) that Campers and I have applied to attend and that occasionally accidents occur during camp or retreat activities and that Campers and I may sustain serious personal injury and property damages because of such activities. These activities include but are not limited to the potential hazards of boating, swimming, horseback riding, archery, sports, ropes or challenge course exercises, climbing structures, hiking, camping, cooking, and potential hazards of the presence of wildlife, depending on other people, accident or illness, the forces of nature, extreme temperature, inclement weather and travel by air, train, boat, automobile or other conveyance. For myself and Campers, I understand and agree that Campers and I will be in an environment that involves elements related to nature, camping or community living such as insects and insect bites, sun exposure, or communicable illness, including Covid-19. For myself and Campers, I understand that CJM does not have any medical staff on-site, although the user group will have some medical staff, the closest emergency room is approximately twenty (20) miles from CJM, and emergency services for the area where CJM is located are volunteer Bosque County EMS. Knowing the risks of camp and retreat activities, nevertheless, for myself and Campers, I agree to assume those risks. For myself and Campers, Campers and I are not under and will not be under the influence of any chemical substance (except prescription medicine taken as prescribed), including alcohol, while at CJM and while traveling to or from CJM. For myself and Campers, I understand that participation in this program is entirely voluntary and that Campers may elect to participate, decline to participate, or limit or discontinue participation at any time. For myself and Campers, I have applied for this program and accept full responsibility for my decision for Campers to participate or not to participate and agree to follow all safety instructions.

B. MEDIA RELEASE: For myself and Campers, I understand that this media release is granted for the use and benefit of CJM and the user group sponsoring any specific camp session. For myself and Campers, I give permission and consent for CJM and the user group to interview and/or take photographs, audio or audio-visual recordings of Parent(s) and Campers and grant CJM and the user group permission to use Camper's(') and my likeness or voice in television, film, video, print or other media used to promote or publicize CJM, or the camp session(s) Campers attends; provided these materials are distributed without a specific charge to the recipient except for the cost of procuring any mass media materials in which they are incorporated. For myself and Campers, I acknowledge that CJM shall have all rights of copyright in and to such photographs, videos, audio, and images and may use such copyright fully. For myself and Campers, I also hereby release Camp John Marc, and Camp John Marc Foundation, Inc. and the user group(s) and their employees, agents, and directors, for liability connected with the taking of and use of these materials. In addition, for myself and Campers, I waive all rights, interest or claims for payment in connection with any exhibition or release of these materials. This consent is voluntary, and I give it in the interest of public information, education, the furtherance of the goals of CJM or the user group, or other lawful purposes.

**C. RELEASE: For and in consideration of the right to participate in CJM, Family Escape, Family Weekend or any other activity conducted by CJM and a camp program sponsored by the user group(s) of the camp session Campers attends, for myself and Campers, I completely release, acquit, and forever discharge Camp John Marc, Camp John Marc Foundation, Inc. the user group(s) sponsoring the camp session Campers attends, and their respective counselors, employees, volunteers, directors,**

officers, agents, affiliates, partners, members, shareholders and/or associates (hereinafter collectively referred to as the "Released Parties") of and from any and all claims, demands, causes of action, obligations, liens, damages, losses, costs, attorneys' fees and expense of every kind and nature whatsoever, whether for bodily injury, property damage or loss or otherwise, which I and/ or Campers now have or which may arise from or in connection with my and/ or Campers' participation in any activities arranged for me or Campers by CJM, the user group(s) sponsoring the camp session, and/or the Released Parties. It is my express intention that this Release is a full release of the Released Parties for the consequences of the Released Parties' own actual or alleged negligence, gross negligence, strict or absolute liability, or other fault. I agree to pay attorneys' fees and court costs of the Released Parties and myself associated with claims and/or litigation brought by or on behalf of the undersigned or on behalf Campers, the estates of Campers, or the wrongful death beneficiaries of Campers and/or me against CJM, the user group(s) or the Released Parties.

**D. INDEMNITY: It is further expressly agreed and understood that the undersigned will defend, indemnify, and hold harmless the Released Parties from any liability, judgment or claim asserted by, through or on behalf of the undersigned and/ or Campers, the estates of Campers, or the wrongful death beneficiaries of Campers arising out or in any way pertaining to the participation in CJM, Family Escape, Family Weekend or any other activity conducted by CJM and/ or a camp program sponsored by the user group(s) of the camp session(s) Campers attends. The foregoing obligations to defend, indemnify and hold harmless shall be enforceable without regard to the actual or alleged negligence, gross negligence, strict or absolutely liability or other fault of the Released Parties, it being the express intention of the undersigned to indemnify the Released Parties for the consequences of the Released Parties' own actual or alleged negligence, gross negligence, strict or absolute liability or other fault.**

I attest that I am the Parent and/ or legal guardian of the minor Campers identified above, or if Campers is/ are 18 years or older, Campers shall also sign.

Adult Camper and/ or Parent(s) Sign: \_\_\_\_\_

Print name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Adult Camper and/ or Parent(s) Sign: \_\_\_\_\_

Print name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Adult Camper and/ or Parent(s) Sign: \_\_\_\_\_

Print name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Note that the formatting (the size, font, bold, underlined and italicized) sections are intentional and **MUST** stay this way.