

Camp Kubena

2001 Waldeck Rd., Ledbetter, TX 78946

CAMP VISITOR AGREEMENT

To Visitors of Camp Kubena

This document must be signed by all visitors to Camp Kubena who are adults (eighteen years and older) and by parents or legal guardians (either, "parent") of visitors who are minors. By this agreement, certain legal rights are surrendered in the event of an injury, illness, or other loss to a visitor.

Visitor's Assumption of Risks, and Agreements of Release of Indemnity

In consideration of the opportunity to visit Camp Kubena and have access to its grounds, buildings, services and/or activities, I hereby agree for myself and/or any minor child of mine who is a visitor ("the child"), as follows:

I acknowledge that Participation at Camp Kubena includes exposure to certain hazards. The environment of the camp including its rugged terrain, waterfront, and natural and man-made structures, and the activities which I and/or the child may participate (including, among others, swimming, boating, hiking, and other forms of recreation) can cause loss or damage to property, personal injury and in extraordinary cases, even death. In addition, the event which may be the purpose of me and/or my child's visit may itself present certain hazards and risks, including vehicle travel over the Camp premises, the use of certain Camp facilities and equipment and the services of Camp staff, all of which include the possibility of harm or loss to me and/or the child.

I acknowledge that participation at Camp Kubena includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

I understand (and have explained to the minor child, who also understands) that activities and movement about Camp, including participation in any event which is the purpose of the visit, may not be supervised by Camp Staff. I understand that except for gross negligence and intentionally wrongful conduct, Camp Kubena is not responsible for any loss which I and/or the child may suffer while at the Camp; and that visitors are at the Camp at their own risk, even if supervision is provided by the Camp. I understand and accept the risks of being at Camp and, if my child is a visitor, I have discussed the risks with my child, and the child understands and accepts them.

For myself and, if my child is a visitor, for that child 1) I acknowledge and assume all risks of my, and the child's, visit to the Camp, whatever the nature of those risks may be; 2) I release Camp Kubena, its owners, officers, directors, staff and contractor ("Released Parties") from, and agree not to sue them for, any claim which I and/or my child may have for injury, death, or other loss incurred during or in any way related to my or the child's visit to Camp; 3) I agree to indemnify (that is agree to defend and protect, including by paying liabilities, costs and attorneys fees) Released Parties from any and all claims which I, the child, and/or a member of my or the child's family, another visitor or any other person may have for any injury, death or other loss in any way related to my and/or the child's visit to the Camp. This acknowledgment and assumption of risks and agreements of release indemnity include losses and claims arising in whole or part from the negligence, but not the gross negligence or intentionally wrongful conduct, of a Released Party.

I hereby authorize Camp Kubena, and those acting pursuant to its authority a nonexclusive grant to:

- Record my likeness and voice on video, audio, photographic, digital, electronic, online format or on any and all other media.
- Use my name in connection with these recordings.
- Use, reproduce, publish, republish, exhibit, edit, modify, or distribute, in whole or in part, these recordings in all media without compensation for any purpose that the Camp, and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts. These recordings may appear in a variety of formats and media now available to the Camp and that may be available in the future.

Social Media includes any website or forum that allows for the open communication on the Internet. I shall not take any inappropriate images or recordings, or engage in any conduct which could negatively impact the Camp Kubena' reputation or that of any *Included Party*. I shall not take photographs, videos or audio recordings in any format at any sanctioned Camp Kubena event,

unless specifically authorized by the camp director. However, the use of cameras to take appropriate pictures of **Included Parties**, with their consent and for the personal and private use by such **Included Party** is **Not** prohibited.

I shall not submit to any interviews by any media representative without authorization from the camp director. I shall not create or participate in any Social Media site that can be associated in any way with Camp Kubena without authorization from the camp director.

I sign this agreement for myself and, to the maximum extent allowed by law, on behalf of any minor child of mine who is a visitor. Any dispute which I, and/or the child, may have with Camp Kubena or another Released Party will be submitted to mediation if not otherwise resolved; and any mediation or suit shall occur exclusively in Fayette County, Texas and shall be governed by the substantive laws (and not laws which might apply to those of another jurisdiction) of the State of Texas. If any part of this Agreement is deemed unenforceable by a Court or other appropriate authority, the remainder of the agreement shall remain in force and effect.

Date: _____, 20____

Signature of Visitor

Please Print Name

Signature of Parent or Guardian of **Visitor Under 18**

Please Print Name