

Equine activities sign this Participation, Assumption of Risk and Release

Camp Peniel requires that all participants in Equine activities sign this Participation, Assumption of Risk and Release form in order to be eligible to participate in equine activities.

The undersigned acknowledges and understands the following:

1. During Equine activities certain risks and dangers are present, and;
2. These risks may include physical or psychological damage and/or injury, not excluding fatality, due to accidents which may occur resulting from Equine activities.

The undersigned agrees that while participating, the participant will abide by all of the policies and procedures of Camp Peniel regarding Equine activities provided the participant in order to maintain the utmost level of safety for the participant.

Texas House Bill 28 took effect on September 1, 1995 and contains the following warning:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES.

An Equine animal is defined as a horse or pony. An Equine activity is defined as riding, handling, training, driving, assisting in the medical treatment of, being a passenger on, or assisting a participant or sponsor with an Equine animal.

In consideration of the above, I have and hereby assume all of the risks of participation in Equine activities and will hold Camp Peniel, Inc. and its employees, agents, trustees, officers, and affiliates harmless from any and all liability, actions, causes of actions, claims, and demands of every kind and nature whatsoever, whether for bodily injury, property damage or loss or otherwise, which my child now has or which may arise from or in connection with my partnership in Camp Peniel, Inc.'s Equine program and activities. I, along with my family or heirs, understand and agree that we cannot sue Camp Peniel, Inc., its employees, board members, officers, director, and if I do, I cannot collect any money. In addition, I will pay for Camp Peniel, Inc.'s attorney and court fees associated with any litigation I might bring against Camp Peniel, Inc. its employees, agents, trustees, officers, and affiliates. I also state that neither I am nor my child (if I am signing on behalf of my child) is under or will be under the influence of any chemical substance including alcohol, either at the time of signing this Agreement or at the time of participating in Equine activities. I fully understand that my child's physical activity involves the potential risk of injury. I also understand that my child's participation in Camp Peniel, Inc.'s Equine program and activities is entirely voluntary.

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Signature of Parent/Guardian

Date

In addition, I understand that campers are usually involved in activities that will require them to be transported to surrounding locations for activities, field trips, or special events. In addition, should your child need medical attention that the camp nurse cannot provide, he/she will be transported to a nearby medical facility. All campers will ride in Camp Peniel vehicles or Camp Peniel staff's vehicles, driven by Camp Peniel staff, or if necessary, be transported by an emergency vehicle.

Your signature below demonstrates that you are aware of this necessity and that you consent to such transportation as described above.

Participant's Name (Please Print)

Date

Parent or Guardian signature

Date

Participation can be denied if the signature of the parent or guardian and date are not on this waiver.

Waiver and Release

Important Information

Camp Peniel, Inc., is committed to conducting its programs and activities in a safe manner and holds the safety of participants in high regard. Camp Peniel continually strives to reduce risks and insists all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors participating in the programs must recognize that there is an inherent risk of injury when choosing to participate in recreational activities and programs. You are solely responsible for determining if your child/ward is physically fit and/or sufficiently skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is disabled in any way or recently suffered illness, injury or impairment, to consult a physician before undertaking any physical activity.

Warning of Risk

Recreational activities/programs are intended to challenge and engage the physical and mental resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Depending on the particular activity, participants must understand that certain risks, dangers, and injuries due to inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate or defective equipment, inadequate supervision, instruction, and other circumstances inherent to outdoor and indoor recreational activities/programs exist. It is impossible for the Camp Peniel, Inc. to guarantee absolute safety.

Waiver and Release of All Claims and Assumption of Risk

Please read this form carefully. By signing below you will expressly assume the risk and legal liability and waive and release all claims for injuries, damages or loss which your child/ward might sustain as a result of participating in any and all activities connected with and associated with said programs/activities (including transportation services/vehicle operation, when and if provided.)

I recognize and acknowledge that there are certain risks of physical injury to participants in this program/activity, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that my child/ward may sustain as a result of said participation.

I do hereby fully release and forever discharge Camp Peniel, Inc., including their respective board, officers, employees, and volunteers from any and all claims for injuries, damages, or loss that my child/ward or I may have or which may accrue to me or my child/ward and arising out of, connected with, or in any way associated with these programs/activities.

Participant's Name (Please Print)

Parent or Guardian signature

Date

Participation can be denied if the signature of the parent or guardian and date are not on this waiver.

PHOTO RELEASE

I hereby give Camp Peniel permission to use photo images of the above listed participant for the purpose of promoting the Camp Peniel's programs in publications and on the Web. I agree that the images become the exclusive property of Camp Peniel and waive the rights thereto. *For privacy and protection of your child/ward his or her name will not be used on the Web.*

Participant (if child, parent or guardian signs)

Date