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 www.cho-yeh.org

**ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

*Each participant must fill out this form. All forms should be turned in to Cho-Yeh before or upon arrival.*

I wish to participate in recreational activities to be made available to participants at Cho-Yeh Camp and Conference Center, Inc. ("Cho-Yeh"). I am aware that Cho-Yeh has a lake on site and has direct access to a swimming pool. Therefore, I may have the opportunity to participate in aquatic activities including, but not limited to, swimming, kayaking, fishing and any other activity arranged for me by the group leader and Cho-Yeh's Staff. I acknowledge that it is the full responsibility of me (or legal guardian if under the age of eighteen) to decide on and carry out any activity restrictions I (or legal guardian) deem personally necessary. I acknowledge that non-swimmers or weak swimmers should not participate in aquatic activities. I understand Cho-Yeh also offers activities on a Challenge Course. This Course includes elements as high as forty-five (45) feet high with which a belay system is used as well as low elements approximately six (6) feet high with which group spotters are used. I understand that Cho-Yeh offers activities on a paintball course. I acknowledge that paintball is a strenuous activity in which participants can and do get injured including the lower body, mid-section, upper body, and head. In addition, marks are usually left on the skin when a paintball makes contact with a participant. I understand other activities include, but are not limited to, team and individual sports, miscellaneous games, and all aspects of camping. I am aware that these and/or other activities during my stay at Cho-Yeh (the "Activities") may be hazardous or otherwise involve a risk of physical injury or death to participants. I understand hazards include, but are not limited to, the hazards of being in a wilderness area, the forces of nature, and other reasons associated with the activities.

In consideration of my participation in the Activities and to the extent permitted by the laws and constitution of the State of Texas, I expressly assume any and all risks in injury or death arising from/or relating to the Activities and waive and release any and all actions, claims, suits or demands of any kind or nature whatsoever against Cho-Yeh Camp and Conference Center, Inc. its corporate affiliates, contractors, vendors, officers, agents, sponsors, volunteers or representatives of any kind (Collectively "Releases") arising from or relating in any way to my voluntary participation in the Activities. I understand that this Assumption of Risk, Waiver, Release and Indemnification Agreement means, among other things, that if I am injured or die as a result of my participation in any of the Activities, I and/or my family or heirs cannot under any circumstances sue Releases or any of them for damages relating to or caused by my injuries or death.

I agree to indemnify, to the extent permitted by the laws and constitution of the State of Texas, Releases or any of them, and their subrogees, if any, in the event of any loss, damage or claim rising from or relating in any way to my participation in any of the Activities. I understand and agree that I would not have been permitted to participate in any of the Activities had I not executed this Assumption of Risk, Waiver, Release and Indemnification Agreement.

I hereby consent to and authorize Cho-Yeh to use and reproduce any photographs and/or video taken of me for the purposes of web and print media designs and publications.

I have read this Assumption of Risk, Waiver, Release and Indemnification Agreement, have asked and received answers to any questions I had concerning its meaning, and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights.

**GROUP NAME: SCUCA Youth Retreat 2012**

\_\_\_\_\_ Date Signature of Participant Printed Name of Participant

\_\_\_\_\_ Street Address City State Zip E-mail (optional)

**FOR PARTICIPANTS UNDER THE AGE OF EIGHTEEN**

I am the parent or legal guardian of the child whose name and signature appear above. I have read and understand this Assumption of Risk, Waiver, Release and Indemnification Agreement, and consent on behalf of the Participant to its terms.

\_\_\_\_\_ Date Signature of Parent Printed Name of Parent

\_\_\_\_\_ Date Signature of Witness Printed Name of Witness

**Emergency name and phone number in the event the above cannot be reached.**

\_\_\_\_\_ Printed Name of Contact Primary Phone Number Secondary Phone Number