

Evergreen Camping Adventures

Presented by Evergreen Specialties, LLC

164 County Road 885, Douglass, TX 75943

504-237-5856 | [evergreencampingadventures@gmail.com](mailto:evergreencampingadventures@gmail.com)

Primary Camper's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Additional Camper(s) names: \_\_\_\_\_

Terms and Conditions

Evergreen Camping Adventures acknowledgement of Risk, Release, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue ("agreement")

NOTICE THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF, TO OTHER PEOPLE IN YOUR PARTY/GROUP AND/OR YOUR PROPERTY OR PETS ARISING OUT OF YOUR PRESENCE AT EVERGREEN CAMPING ADVENTURES PRESENTED BY EVERGREEN SPECIALTIES, LLC. AND/OR ANY FACILITIES OR EQUIPMENT AT THE ABOVE REFERENCED LOCATION NOW OR AT ANY TIME IN THE FUTURE.

I HEREBY ACKNOWLEDGE that I have voluntarily requested to engage in or to observe camping and/or other activities at Evergreen Camping Adventures located at 164 County Road 885, Douglass, TX 7594 on any date I am present on the premises. I further acknowledge and understand that "camping and other activities" includes any and all activities of any kind whatsoever in which I engage in or observe while at Evergreen Camping Adventures presented by Evergreen Specialties, LLC, regardless of whether such activities are sponsored by the host, or any other person or entity.

I ACKNOWLEDGE AND UNDERSTAND that the nature and conditions of camping and outdoor adventure facilities, premises and environment is such that both known and unanticipated hazards exist which create or contribute to both known and unanticipated risks inherent in entering onto the camping property, in using the host facilities, and in engaging in or observing any activities of any kind whatsoever while at Evergreen Camping Adventures present by Evergreen Specialties, LLC. The hazards include, but are not limited to slippery, loose, or falling soil, rocks, unimproved, unmaintained, or uneven terrain, walkways, steps, and roads,

poisonous or dangerous plants, reptiles, insects, and other animals, and falling trees and tree branches. I understand that such risks cannot be eliminated without compromising the essential qualities of camping/outdoor activities, premises, and environment.

I FURTHER ACKNOWLEDGE AND UNDERSTAND that neither the host nor any other person or entity have any duty to undertake first aid or rescue operations or procedures in the event any such property damage or physical or emotional injury occurs, and that any such operations or procedures may result in compounded or increased damages or injuries.

I EXPRESSLY AGREE to accept and assume any and all risks existing at Evergreen Camping Adventures presented by Evergreen Specialties, LLC, in engaging in or observing camping and/or other activities and of loss of personal property through misplacement, loss, or theft while at Evergreen Camping Adventures presented by Evergreen Specialties, LLC.

I AGREE to assume all responsibility and liability for any act(s), even any negligent, reckless, or criminal act(s) or omission(s) to act, of myself and/or any campers or animals that I have brought to Evergreen Camping Adventures presented by Evergreen Specialties, LLC. I agree that I will directly supervise any minor I bring to Evergreen Camping Adventures presented by Evergreen Specialties, LLC at all times.

I AGREE that I, my next of kin, spouse, partner, heirs, guardian, representatives, agents, assigns, beneficiaries, executors, and administrators AGREE TO INDEMNIFY AND HOLD HARMLESS AND HEREBY RELEASE AND FOREVER DISCHARGE, AND AGREE NOT TO SUE THE HOST including any of their officers, directors, managers, members, shareholders, employees, contractors, agents, representative, insurers, and attorneys and ANY OTHER PERSON OR ENTITY AT EVERGREEN CAMPINT ADVENTURES PRESENTED BY EVERGREEN SPECIALTIES, LLC, including any of their officers, directors, managers, members, shareholders, employees, contractors, agents, representative, insurers, and attorneys from and against any and all claims, demands, damages, expenses, cause of action, attachments of property, or liability of any kind whatsoever, including reasonable attorney's fees and costs, that I, my next of kin, spouse, partner, heirs, guardians, representative, agents, assigns, beneficiaries, executors, and administrators, any minors that I have brought to Evergreen Camping Adventures presented by Evergreen Specialties, LLC, or anyone else, may have for property damage, personal injury, or death, whether suffered by me, by any minors or other persons or animals that I have brought to Evergreen Camping Adventures presented by Evergreen Specialties, LLC, entering onto the HOST PROPERTY, using the facilities or equipment at Evergreen Camping Adventures presented by Evergreen Specialties, LLC, or engaging in or observing camping and other activities, even if such claims, demands, damages, expenses, causes of action, attachment of property, or liability

result, directly or indirectly, partially or wholly, from any act(s), even any negligent act(s) or omission(s) to act, including negligent or omitted first aid or rescue operations or procedures, by the HOST, or any other person or entity.

I FURTHER ACKNOWLEDGE AND AGREE that this Agreement must be interpreted and enforced under the laws of the State of Texas, and that the venue for any action or proceedings must be in the State of Texas, without regard for the conflict of law rules of the State of Texas.

I FURTHER ACKNOWLEDGE AND AGREE that this agreement is intended to be as broad and inclusive as permitted by law, and that if any provision or portion is held to be invalid, void, or otherwise unenforceable, I agree and intend that the remaining provisions or portion will continue and remain in full legal force and effect.

I FURTHER ACKNOWLEDGE AND AGREE that it is my understanding and intent that this Agreement, and any signed written amendments or modifications to it, will remain in full force and effect from the date of execution and ever after. I have carefully read this "Acknowledgement of Risk, Release, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue" and fully know its contents. I acknowledge that no other inducements, assurance, or guarantee has been made to me in consideration of my signing this Agreement. I sign voluntarily and of my own free will. I further acknowledge and agree that this Agreement may be amended or modified only by a writing signed by me and by an authorized agent of the HOST.

I UNDERSATND THAT BY MY SIGNATUE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE THE HOST, AND ALL OTHERS, AND RELEASING AND HOLIDNG HARMLESS THE HOST, AND ALL OTHERS FROM ALL LIABILITY.

I HAVE CAREFULLY READ AND UNDERSTAND AND THIS WAIVER OF LIABILITY, SIGNED IT OF MY OWN FREE WILL AND REQUEST THAT ALL PARTIES AND/OR JUDGE, JURY, OR OTHER TRIBUNAL HONOR MY REQUEST TO HOLD HARMLESS JENNA ARNETT AND/OR AARON ARNETT, THEIR HEIRS, SUCCESSORS, LEGATEES, ASSIGNS, GUARDIANS, FRIENDS, NEIGHBORS OR FAMILY FROM ANY AND ALL CLAIMS.

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SIGNATURE

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DATE