

HERMANN SONS LIFE, A TEXAS NON-PROFIT CORPORATION, GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

1. In consideration for receiving permission to enter upon and use Hermann Sons Life Camp and its Facilities (the "Activity"), on behalf of myself, my spouse, my minor children, or minors in my care, parents, heirs, assigns, legal representatives, guests and invitees (collectively the Releasors) **COVENANT NOT TO SUE AND RELEASE** Hermann Sons Life, its officers, board of directors, members, agents, servants, employees, volunteers, successors, assigns and other persons connected with or associated with any of them (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Releasors, or any of the property belonging to Releasors or in Releasors' possession, custody, or control, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while traveling to or from or participating in the Activity, or while in, on or upon the property where the Activity is being conducted.

2. Releasors understand that the Releasees do not assess or warranty the proficiency of other participants in the Activity, and the Releasees do not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon the property Releasors may enter for the Activity. Releasors are participating in the Activity at Releasors' own risk, and Releasors accept the property in the existing conditions, and recognized that the Activity can be hazardous activities and expose Releasors to dangerous conditions, risks and hazards. Furthermore, Releasors understand the use of certain equipment and/or tools related to the Activity are of varying degrees of proficiency which creates additional risks, and which Releasors also accept.

3. Releasors agree and represent that Releasors will comply with all current rules and regulations, Campground Rules and Regulations, all laws and regulations of the State of Texas, all federal laws, and any other controlling authority's rules and regulations while participating in the Activity, including but not limited to, laws regarding narcotics, alcohol, proper licensure, stamps, education, etc.

4. **RELEASORS ARE FULLY AWARE OF THE RISKS INVOLVED AND HAZARDS CONNECTED WITH PARTICIPATION IN THE ACTIVITY AND RELEASORS HEREBY ELECT TO VOLUNTARILY PARTICIPATE IN THE ACTIVITY WITH FULL KNOWLEDGE THAT SAID ACTIVITY MAY BE HAZARDOUS TO RELEASORS AND TO PROPERTY OWNED BY RELEASORS OR IN RELEASORS' POSSESSION, CUSTODY OR CONTROL. RELEASORS VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OR LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY RELEASORS, OR ANY LOSS OR DAMAGE TO PROPERTY OWNED BY RELEASORS OR IN RELEASORS' POSSESSION, CUSTODY OR CONTROL, AS A RESULT OF**

BEING ENGAGED IN SUCH AN ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

5. **RELEASORS FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS, INCLUDING COURT COSTS AND ATTORNEY FEES, THAT THE RELEASEES MAY INCUR DUE TO RELEASORS' PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF RELEASEES OR OTHERWISE.**

6. Releasors understand that the Releasees may not maintain any insurance policy covering any circumstance arising from my participation in the Activity. **As such, Releasors are aware that I should review my personal insurance coverage.**

7. It is our express intent that this General Release of Liability and Waiver of Claims shall bind the members of Releasors' family and spouse, and Releasors' heirs, assigns and personal representative, if Releasors are deceased, and shall be deemed as a **RELEASE AND WAIVER OF CLAIMS AGAINST, AND A COVENANT NOT TO SUE** the above named **RELEASEES**. Releasors hereby further agree that this General Release of Liability and Waiver of Claims shall be construed in accordance with the laws of the State of Texas, and any dispute concerning this agreement will be heard in the federal or state courts in San Antonio, Bexar County, Texas.

8. **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I** have read the foregoing General Release of Liability and Waiver of Claims, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement have been made; **I am at least eighteen (18) years of age or the parent or guardian or a minor child and fully competent to execute this General Release of Liability and Waiver of Claims on my behalf or on behalf of my child or ward; and I execute this General Release of Liability and Waiver of Claims for full, adequate and complete consideration, fully intending to be bound by same.**

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY MY SIGNATURE, I REPRESENT THAT I AM AT LEAST EIGHTEEN YEARS OF AGE OR, IF NOT, THAT I HAVE SECURED BELOW THE SIGNATURE OF MY PARENT OR GUARDIAN AS WELL AS MY OWN.

Date _____

Signature of Participant (Adult or Minor)

Printed Name of Participant

I certify that I have custody of Participant or I am the legal guardian of Participant by Court Order. I have read this Agreement and fully understand its terms. I am aware that this Agreement includes a Release and Waiver of Liability, an assumption of risk, and an Agreement to indemnify the Releasees. I join with participant in granting a release to Releasees as set forth in detail above.

Date _____

Signature of Parent/Guardian

Printed Name of Parent/Guardian