

Release of Liability Form - Campers Release Form

IMPORTANT: THIS IS A LEGAL DOCUMENT – A RELEASE OF LIABILITY

For camping guests at parcel # 4968-459-18,1,21,22,51, hereinafter referred to as The Campsite. All persons camping at The Campsite are required to READ the **Release of Liability Form - Campers Release Form**, posted on the wall at Check-IN, and FILL out and SIGN the **Campers Agreement Form**.

Please read and understand this document before signing the **Campers Agreement Form**. If you have any questions, please ask us or consult an attorney. You are giving up specific legal rights for you, your family and your heirs, by signing this contract. All other activities available at The Campsite are incidental to camping at The Campsite.

The Campsite and owners, and any of its helpers, or employees, agents, directors, officers, sponsors, advertisers, volunteers, contractors and subrogors (hereinafter The Campsite) hope that you have a rewarding experience. We wish to inform our guests/donors that camping, RV camping, staying at the properties and being outside, (hereinafter Camping) are not risk free. The same elements that contribute to the unique character and fun of Camping such as the physical exertion or the settings can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We require that you read this, sign it, and submit this to our office.

EXPRESS ASSUMPTION OF THE RISK

There are risks that accompany all aspects of life as well as some of these risks are inherent in your stay at The Campsite; some are changed, increased or decreased due to the activities of The Campsite; You will be living, camping and traveling outdoors, where you will be subject to numerous risks environmental and other risks. You must understand and accept all the risks of your stay or activity, inherent and others.

You understand you are occupying a piece of land for you and your family and guests to stay. You must familiarize yourself with the entrance, exit and how all facilities work and ask any questions you may have. You understand this facility does not meet the code requirements of a larger city because of its location and structure. You understand that because you are staying outdoors that the property is not animal free. You understand and agree that you will store food in closed containers. There is no heating and/or air conditioning.

At Camp, the terrain is different from cities. The trails and walkways will be uneven, broken, and different from man-made surfaces. The conditions of the trail or terrain will vary everyday dependent on the weather and natural forces. Rocks, stumps, roots, and other natural or manmade objects on the trail will be loose or projecting. Any water from rain, snow or from natural or man-made streams will make the trail slippery and muddy. If you are walking, running or moving around the property, it might be over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Attendant risks include collisions, falling; drowning and others usually associated with such travel. Be aware of trees & branches that are overhead. Never throw rocks or other objects from cliffs.

Meals may be prepared over grills. Have a source handy to put out the fire. If you are using a propane or other grills make sure you know how and where to turn the propane off and how to use the grill.

Environmental risks include rapidly moving, deep or cold water, insects, snakes, predators, and other animals. Falling and rolling rock: lightning, avalanches, flash floods, and unpredictable forces of nature, including weather, that may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, high-altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Sleeping out-of-doors can present special problems. Even with outdoor mattresses or pads, sleeping can be uncomfortable. Sleeping outdoors where the air is subject to greater environmental changes can be uncomfortable. Insects and other animals may visit your area or disturb you at night.

You will be in the home and habitat of native and possibly rare animals, plants and wildlife and as such; you are intruders. You agree to respect the environment we are entering and to treat all wildlife with respect. You understand you cannot disturb any wildlife you may encounter and to leave the area in as pristine condition as possible. Annoying, chasing or harassing wildlife is illegal and may permanently injure them. Do not feed the wildlife, feeding wildlife eventually leads them to starve during the winter. Federal laws protect threatened and endangered species. Harming a threatened or endangered species in any way may subject you to fines and criminal imprisonment. Animals bite, scratch, peck and claw, which may cause serious injury. Do not catch or attempt to catch any animal, even if the animal appears to be hurt. In such a case notify the office at the campground immediately. This includes pets. Give all wildlife plenty of room; do not block their escape routes. By respecting

and understanding the habits of wild animals, you can safely observe animals in their natural habitats.

Poison ivy is indigenous, to the area. Do not eat or touch any plants unless you are sure of their identity. Plants can be poisonous to the touch and more so if ingested. Do not eat berries unless you are certain they are safe. A number of poisonous berries grow in the woods. Instead, pack snacks and drinks when you'll be spending time away from your camping area.

Water in the wilderness may also be dangerous if consumed. Do not drink water from streams, creeks or lakes and or our pond while camping. The water might look clean. However, it can contain germs and other contaminants that make it unsafe to drink. Do not drink any water on the property without using a proper filter first. Do not drink any water from the gem mining, any pool, spa, ponds, lakes, spray pad, or other aquatic features.

The Campsite offers several opportunities for you to experience the activities and entertainment in the area. The Campsite is only acting as a travel agent in assisting you in finding and enjoying these other businesses and is not an agent, owner, or partner with the companies and activities we recommend.

There are no lifeguards on duty at the Turtle Pond or Big Black River. Never swim in the Turtle Pond. Swimming, boating, kayaking, etc in the River are at your own risk. Life preservers are recommended for adults and required for children when in/around water. Never allow children to swim without being accompanied by a parent, guardian or adult. Always swim with a buddy or someone who is watching to assist or be available for rescue if you have problems. You understand that the River banks are slippery and also act like quicksand; you will sink in the mud and may get stuck. Water shoes are recommended. Everyone must abide by Mississippi law at all times.

Accidents can occur at any time and in any areas. You might injure yourself by falling against some object in or around the property. Never leave any child alone, anywhere.

Swimming in any body of water has risk. The River has hidden or known obstacles as well as floating debris, sharp rocks, or objects that can injure you; It has currents, whirlpools and waves, which can cause you problems, make swimming more difficult or sweep you from shore or under the water. Accidents can occur anytime and anywhere. You might injure yourself by falling against some object on the properties. You will not hold us liable for any injury whatsoever.

Flash floods are a threat in any open or moving water, all the time. Although it may be sunny where you are, rain miles away can create a dangerous situation. It can cause our creeks to rise dangerously fast. Children must be retrieved from these creeks and ditches immediately if rain is present. Moving water is always dangerous, anything near or above your knee can cause a foot entrapment. This occurs where your foot slips between two rocks getting wedged, and the water can shove you over and under.

Individual and team sports are fun and make up a significant component of our society. Games such as basketball, flag football, capture the flag, soccer, ultimate disc volleyball, and other similar sports allow guests to run, jump, hit balls with sticks, bats, arms or feet, or sometimes their heads. All of these sports involve risk. Running into an object, another camper or falling on the ground will happen in any sport, all sports involve contact. If you engage in any sport, activity or play know you may be injured.

Activities such as fishing, swinging, sliding, climbing, jumping on inflatables, biking, horse shoes, corn hole, Frisbee, bubble soccer, volleyball, badminton, tag football, skate boarding, unicycling, flying kites, launching water balloons, or any other activity can cause injury or death.

You are here at The Campsite to attend a Retreat/Event/or other activity or other event on the property. Please be safe and understand your risk for injury.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur during your stay here at The Campsite as described above, or that you may encounter. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity during your stay.

You certify that you have reviewed this document with your family. You certify that you have examined the The Campsite website and looked at the information, rules, risks and videos posted on the property website. You certify that your family, including minor children, your spouse, partner and extended family and yourself are fully capable of participating in any activity, fun or program during your stay. You state that you have read the above statement on some of the possible risks during your stay. Therefore, you assume full responsibility for yourself, your family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of your negligence, negligence of your family, or the negligence of The Campsite. You hereby expressly consent and assume all risks of the activity for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that The Campsite reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of staying with The Campsite or participating in any

ACTIVITY. Your family and you are in good physical condition and able to undertake this activity. As a Parent you agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment as well as the risks outlined in this agreement and agree participants will obey all signs, and warnings posted and to obey instructions from staff.

CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION

For the opportunity of staying with The Campsite as consideration, you agree to waive any legal right to any claim and agree to indemnify and hold harmless The Campsite, its agents and employees, as set forth above, from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present or future claims, demands, and causes of action. This release of liability covers all risks of the activity and any negligence of The Campsite, including claims for negligent hiring, instruction, operation or other forms of negligence not normally associated with the Activity or associated with the business and employees. You agree that The Campsite has a subrogation/right to indemnification for your actions based on any permit, grant, contract or agreement with third parties. You further agree to release, acquit, and covenant not to sue The Campsite, its agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of The Campsite, negligence of another participant, or negligence of your family, yourself, or your heirs, against The Campsite arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. In short, you cannot sue The Campsite or anyone else for any reason if you or your family or minor child may receive an injury, and if you do, you cannot collect any money.

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

You agree to indemnify, agree to subrogation and to reimburse The Campsite for any damages, costs, fees or expenses The Campsite expends on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for The Campsite for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be Hinds County Mississippi and governed by Mississippi Law no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in Hinds County Mississippi applying Mississippi Law. You understand and agree that you may be giving up the right to a deprivation of a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue. You agree this forum selection clause applies to all claims, counterclaims, defenses and third-party claims brought by either party to this agreement.

The terms of this agreement shall continue and be, in effect, after your stay has ended. No changes in this document are valid.

As liquidated damages, you hereby agree that if The Campsite is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, or your heirs, on your family's or your behalf, your heirs or executors, and you agree to pay The Campsite's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying The Campsite for any claim you may bring or for any injury you receive. If you do, you will pay The Campsite's damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written or oral, are superseded by this Agreement.

If you do not want to sign this release, you understand you cannot be on The Campsite property, and you are free to somewhere else.

All members and guests are responsible for securing their own health insurance. The property does not provide medical coverage for injuries sustained on the premises or while participating in sponsored activities and events, whether on the premises or not. You have adequate health, disability, and life insurance for your family and yourself.

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family.

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand and agree under state and Federal law; there is no difference between signing this electronically or in writing.

You are Voluntarily Signing this **Campers Agreement Contract**

after reading and understanding the Release of Liability Form - Campers Release Form AND the INFO & Site Cleanliness Standards posted on the wall at Check-IN. You understand you are giving up certain legal rights for yourself, your family and your heirs. By signing this you understand you, your family and your heirs cannot sue for any reason, but we can fine and sue you for breaching the terms of the agreement. If you or anyone else sues us because of your injury, you, and they, cannot collect any money. If anyone sues us and loses, you will owe us money. **You understand nature can be a dangerous place and you will look after your & your family's safety.**

Check-in Date _____ Total # of Adults _____ Total # of Children _____

Address _____

Email _____ Phone _____

Children's Names & Ages _____

NO HOOKUPS (Tents, etc):

NIGHTLY: ____Night(s); (AND) Shower Pass: Yes No

HIPCAMP: ____Night(s)

WITH HOOKUPS (All Inclusive):

NIGHTLY: ____Night(s) **30A** **OR** ____Night(s) **50A**

WEEKLY: ____Week(s) **30A** **OR** ____Week(s) **50A**

HIPCAMP: ____Night(s)

I have carefully read the **Release of Liability Form - Campers Release Form AND INFO & Site Cleanliness Standards**, posted on the wall at Check-In, and understand copies are available to keep. I clearly understand the terms and voluntarily sign this release agreement. I have also discussed this with all persons in my party and they have authorized me to sign this agreement on their behalf. I am not under duress. Below is the legal representation of my signature.

_____ X _____
1ST ADULT PRINT NAME HERE SIGN HERE

_____ X _____
2ND ADULT PRINT NAME HERE SIGN HERE

_____ X _____
3RD ADULT PRINT NAME HERE SIGN HERE

_____ X _____
4TH ADULT PRINT NAME HERE SIGN HERE