

AGRAWAL ASSOCIATION OF AMERICA WAIVER
(Adult Participant waiver form -18 or older)

In exchange for the value and benefit of services received, including my participation in activities conducted by or on behalf of AGRAWAL ASSOCIATION OF AMERICA (the "Organization"), I have read, understand, and willingly sign this Waiver. I acknowledge that my participation in any activity conducted by, on the premises of, or for the benefit of, the Organization has certain inherent risks, which I voluntarily assume. I acknowledge that Agrawal Association of America *Youth Camp/Lockin/and other activities* has certain inherent dangers and poses a risk of serious injury or death. I agree to follow any instructions given or rules established by the Organization or its employees or agents with regard to participation in any activities conducted by, or on the premises of, or for the benefit of the Organization.

I hereby indemnify, release, hold harmless and forever discharge the Organization and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages or liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any activities conducted by, on the premises of, or for the benefit of, the Organization; *provided*, that this Waiver of Liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. This Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Waiver will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, the Organization, whether by agreement, by operation of law, or otherwise.

This Waiver is governed by the laws of the State of *Texas* and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective. This Waiver contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Waiver. The provisions of this Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

I am of lawful age and legally competent to sign this document; I understand the terms herein; and I have signed this document as my own free act.

My Name (Please print): _____

My Address: _____

Signature: _____

Dated: _____

AGRAWAL ASSOCIATION OF AMERICA WAIVER
BY PARENT(S) OR LEGAL GUARDIAN(S) OF MINOR CHILD- 17 or under

Each of the undersigned parent(s) or legal guardian(s) of the minor child named below states as follows:

I am aware that normal and usual athletic and sports related activities have certain inherent risks and may cause injury to participants. However, I want my child to participate in the Agrawal Association of America (the "Organization") sponsored **Youth Camp/Lockin** and other events (the "Activities"), and I give my unqualified permission and consent for my child to participate in the Activities, subject only to any specific limitations noted below.

My child has the necessary skills and is able to participate in all reasonably anticipated aspects of the Activities except as noted below. The nature of the Activities has already been fully disclosed to me, and any brochure, flyer or announcement relating to the Activities is expressly made a part of this Authorization & Waiver.

I, on behalf of my child, hereby indemnify, release, hold harmless and forever discharge the Organization and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or my child ever had or may have, arising from or in any way related to my child's participation in any Activities conducted by, on the premises of, or for the benefit of, the Organization; *provided*, that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

This Authorization & Waiver is binding upon me, my heirs, executors, legal representatives, successors and assigns. The provisions of this Authorization & Waiver will continue in full force and effect even after the termination of the Activities conducted by, on the premises of, or for the benefit of, the Organization, whether by agreement, by operation of law, or otherwise.

This Authorization & Waiver is governed by the laws of the State of **Texas** and is intended to be as broad and inclusive as is permitted by that law. If any provision of this Authorization & Waiver is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will continue to be fully effective.

This Authorization & Waiver contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this Authorization & Waiver. The provisions of this Authorization & Waiver may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

Any claim or controversy that arises out of or relates to this Authorization & Waiver or the alleged breach of it, and which cannot be settled by the parties, will be settled by submission to the chapter of the American Arbitration Association or similar group nearest to the Organization in accordance with its current rules and procedures.

In the event I cannot be reached, I authorize and direct any adult Activities sponsor or group leader representing the Organization to make emergency medical decisions for my child.

PLEASE PRINT

Name of Child: _____

Medical Conditions. My child is subject to the following allergies or medical conditions, and I authorize the Organization to disclose such allergies or medical conditions to a physician in the event my child should require emergency medical care (describe allergies or medical conditions with specificity):_____

Prohibited Activities. As a result of the medical conditions described above or for other reasons, I do not want my child to engage in any of the following activities (describe with specificity):_____

I am of lawful age and legally competent to sign this Authorization & Waiver. I understand the terms of this Authorization & Waiver and I have willingly signed it as my own free act.

Signature:_____ Signature:_____

Name: _____ Name: _____

Address: _____ Address: _____

Dated: _____ Dated: _____

If the child has two parents or legal guardians, both must fill in the information requested above and sign this Authorization & Waiver below.



GROUP NAME:
Agrawal Assn of America Youth Retreat 2015

2200 South Washington Ave.
Livingston, TX 77351
Phone: (936)328-3200
Fax: (936)328-3231
www.cho-yeh.org

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

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

I wish to enter onto Camp Cho-Yeh's premises and to participate in recreational activities to be made available to participants at Camp and Conference Center, Inc. I am aware that there are a number of risks of injury and death at Camp Cho-Yeh. I am aware that Camp 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 Camp 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 Camp 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 Camp 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 and understand that the activities discussed in this document are only some examples of risks of injury and death at Camp Cho-Yeh, and that these and/or other activities in which I participate during my stay at Camp 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 Camp Cho-Yeh permitting me to enter upon premises owned or controlled by Camp Cho-Yeh, to participate in Activities at Camp Cho-Yeh, and/or to use any equipment owned or controlled by Camp Cho-Yeh, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

I expressly assume any and all risks of injury or death arising from or relating in any way to the following "Causes": (i) my ingress, egress or presence or activity on Camp Cho-Yeh's premises (including but not limited to participation in Activities defined above), (ii) the condition of Camp Cho-Yeh's premises, the adjoining land, or any of the driveways, streets, or alleys used in connection with Camp Cho-Yeh's premises, or (iii) the use or condition of any equipment on Camp Cho-Yeh's premises or equipment owned or controlled by Camp Cho-Yeh, or (iv) any act or omission of Cho-Yeh Camp and Conference Center, Inc., its affiliates, contractors, vendors, directors, officers, agents, sponsors, employees, staff, volunteers, or representatives of any kind (collectively "Releasees"). On behalf of myself, my dependents and personal representatives, **I hereby agree to waive and release any and all actions, claims, suits or demands of any kind or nature** whatsoever against the Releasees arising from or relating in any way to any of the Causes. I understand and agree that this Individual Assumption of Risk, Waiver, Release and Indemnification Agreement means, among other things, that **if I am injured or die as a result of any of the Causes, I, my family, my heirs, and others cannot under any circumstances sue Releasees** 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, **Releasees** or any of them, and their subrogees, if any, in the event of any loss, damage or claim (including court costs and attorneys' fees) for my injury or death arising from or relating in any way to any of the Causes. **MY ASSUMPTION OF RISK, WAIVER, RELEASE, AND OBLIGATIONS TO INDEMNIFY THE RELEASEES UNDER THIS DOCUMENT SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT OR LIABILITY OF ANY ONE OR MORE OF THE RELEASEES, WHETHER OR NOT SUCH SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT OR LIABILITY WAS ACTIVE OR PASSIVE.**

I understand and agree that I would not have been permitted upon premises owned or controlled by Camp Cho-Yeh, and/or to use any equipment owned or controlled by Camp Cho-Yeh had I not executed this Individual Assumption of Risk, Waiver, Release and Indemnification Agreement.

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.

I hereby consent to and authorize Camp 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, and I will not receive compensation for such use.

_____	_____	_____
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