

LIABILITY WAIVER (Individual)
For Participants @ LOMT Sites/Events (Revised 3/2009)

EVENT (DATE) _____

I (and any minor children also listed below) intend to take part in all camp activities, including offsite activities, each under proper supervision, included in this program or other event. I understand that accidents can occur during these and other activities and in the event that I (or any minor child/ren listed below) require emergency medical/surgical treatment for any reason and I am unable to make medical decisions (for myself or minor child/ren listed below) for any reason, attempts will be made to contact the party, if any, listed as an emergency contact on this form. Nevertheless, if I am unable to make my own medical decisions (for myself or any minor child/ren listed below), and it is impractical to contact my emergency contact or until such contact can arrive at the scene, I hereby give my permission to the physician selected to secure proper treatment, to hospitalize, or order injections, anesthesia, x-ray, surgery or any other medical treatment or procedure deemed appropriate by such physician for me (or any minor child/ren listed below). I acknowledge that I have reviewed the activities in which I (and any minor child/ren) will be participating during this program or other event. I further acknowledge that other than the conditions noted on this form, I am not aware of any other conditions, physical or mental, that would limit my (or any minor child/ren listed below) participation in any of the activities to be conducted during this program or other event. I understand that I am in the best position to know my health and limitations (and those of any minor child/ren listed below).

I acknowledge that I have full authority and capacity to execute this indemnification on behalf of myself (and any minor child/ren listed below) and I agree, to indemnify Lutheran Outdoors Ministry of Texas, Inc. or any affiliate thereof, as well their officers, directors, employees, staff and other personnel, volunteers, representatives, consultants, agents and advisors (collectively, the "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee) incurred by any Indemnitee or asserted against any Indemnitee by any third party or by me (or any minor child/ren listed below) individually or on my (or any minor child/ren listed below) behalf or arising out of (a) my (or any minor child/ren listed below) presence at camp or any camp related site, (b) my (or any minor child/ren listed below) participation in any activity at camp or any camp related site, (c) my (or any minor child/ren listed below) being transported from one location to another during the period covered by this form, (d) medical treatment, if any, that I (or any minor child/ren listed below) may require as a result of my (or any minor child/ren listed below) attendance at camp or any camp related site or participation in any camp related activity or other activity or (d) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract or tort or any other theory, whether brought by a third party or by me (or any minor child/ren listed below) individually or on my (or any minor child/ren listed below) behalf, **IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF THE INDEMNITEE**; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

I acknowledge that I (or any minor child/ren listed below) am expected to abide by guidelines as set forth by LOMT concerning safety and Christian principles and the laws of the State of Texas. I also acknowledge and give consent to photographs or videos being taken during this event and these reproductions may be used in routine publicity for programs of LOMT.

NO PARTICIPANT ACCEPTED WITHOUT SIGNED LIABILITY WAIVER.

Date	Signature of Adult	Printed Name of Adult	Emergency Contact Name and Number

Date	Printed Minor's Name	Emergency Contact If different from above Name and Number