

**Assumption of Risk and Indemnity Agreement for Rivers Edge Camp Activities  
PLEASE READ CAREFULLY**

**Warning:**     *by signing this agreement, you give up the right to sue for any injury or damage, howsoever caused.*

RE: \_\_\_\_\_ AGE: \_\_\_\_\_ (“Participant”)

To: Rivers Edge Camping Association (herein after referred to collectively as RECA) and its employees, representatives, directors, officers, agents and affiliates (hereinafter collectively referred to as "RECA Representatives").

**GENERAL DESCRIPTION OF ACTIVITIES AND INHERENT RISKS**

"**Equine Activities**" at or organized by RECA shall include any horse-related activity that a person participates in or is a spectator of, including, but not limited to: riding arena, trail lesson, cattle penning, roping, clinics, shows or gymkhanas, day camps, boarding, leasing, breeding, training, horse sales and group programs. Equine activities include inherent risks, being those dangers or conditions which are an integral part of such activities, and shall be considered to include, but are not limited to:

- A. The propensity of equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity.
- B. The unpredictability of any equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals.
- C. The equine's response to certain hazards such as surface and subsurface objects.
- D. Collisions with other equines, animals, people and objects.
- E. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his or her ability.

"**Mountain Boarding and Cycling**" at or organized by RECA shall include any of the activities listed below and/or related activity that a person participates in or is a spectator of, including, but not limited to: block times, open sessions, clinics, riding, shows, day camp, mountain boarding sales, group programs and swimming. Mountain boarding and cycling activities include inherent risks, being those dangers or conditions which are an integral part of such activities, and shall be considered to include, but are not limited to:

- A. The failure of equipment in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity.
- B. The unpredictability of the participant's reaction to certain hazards such as sticks, stones, gopher holes, sudden movement, unseen or seen objects, persons or unforeseen happenings.
- C. The participant's response to certain hazards such as surface and subsurface objects.

- D. Collisions with other mountain boards/cyclists, animals, people and objects.
- E. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the mountain board or cycle, or to act within his or her ability.

**"Ropes Courses and Wall Climbing"** at or organized by RECA shall include any ropes related activity that a person participates in or is a spectator of, including, but not limited to: block times, open sessions, clinics, and group programs. Ropes courses and wall climbing activities include inherent risks, being those dangers or conditions which are an integral part of such activities, and shall be considered to include, but are not limited to:

- A. Rock climbing on an artificial climbing wall and high ropes challenge courses entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to the participant, to property or third parties.
- B. Such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
- C. Such risks include, among other things: falling off the wall, rock or courses; loose and/or damaged artificial holds or loose rock; equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the wall or rock, ropes, pads, poles or the floor/ground; equipment failure; belay and/or belayer failure; climbing out of control or beyond ones personal limits, the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

### **"Bubble Soccer"**

Bubble Soccer involves significant individual physical exertion, working in a confined space, and numerous usually low impact collisions.

### **"Travel"**

Travel upon or outside of the RECA property may be necessary or desirable for certain of the activities undertaken, and may be in a motor car, van or bus depending upon the circumstances.

## **REPRESENTATIONS & ACKNOWLEDGEMENTS:**

### ***BY PARTICIPANT:***

1. I acknowledge that the mentioned activities involve **INHERENT RISKS** that may cause **SERIOUS INJURY** and **POSSIBLE DEATH TO PARTICIPANTS**.
2. I acknowledge that an individual is not allowed or authorized to engage in any activities, programs or undertakings conducted by RECA unless the individual and where applicable the parent or legal guardian of that individual have agreed that all such activities shall be totally and unequivocally at the individual's own risk.
3. I hereby confirm that the Participant does not suffer from any heart, lung, or other medical condition or disease that might in any way hinder or prevent him or her from participating in a any of the events or activities described above, and in any event, I agree

that the Participant engages in any such activities at his or her own risk.

4. I fully understand the risks and dangers associated with Participant's participation in the mentioned activities and ACCEPT IT ENTIRELY AT MY OWN RISK.

***BY RECA:***

5. RECA and its approved leadership shall undertake all reasonable and prudent precautions for the safety of participants in its activities or events.

**PERMISSIONS/CONSENT**

The undersigned consents, or gives permission for my child, to leave RECA property and/or to ride in any vehicle designated by the approved adult leadership while attending and participating in activities sponsored by RECA.

The aforementioned consent and authorization is effective only when I/my child (children) is/are participating in or travelling to or from events of RECA.

**WAIVER AND INDEMNIFICATION**

I hereby acknowledge and agree, on my own behalf as the Participant, or as parent or legal guardian of the above-named Participant, as follows:

- As a pre-condition to RECA allowing the Participant to participate and become involved in the described activities, programs, undertakings and associated activities organized by RECA and conducted by RECA and/or its Representatives, and in further consideration of RECA allowing me/my child to do so, the undersigned agrees to be strictly bound by the terms of this Assumption of Risk and Indemnity Agreement (herein after referred to as "this Agreement").
- I further acknowledge that RECA and the RECA Representatives and each of them are relying upon my representations and agreements contained herein.
- I hereby WAIVE ANY AND ALL CLAIMS which I may have now or in the future, against RECA or RECA Representatives for, and RELEASE (and promise not to sue) RECA and RECA Representatives from, ANY AND ALL LIABILITY for injury, death, property damage or any other loss sustained by Participant or me as a result of Participant's participation in any of the activities authorized under this Agreement, including any such claims or liability which may be caused solely or in part by the fault of RECA or its Representatives.
- I will assume all financial responsibility in case of injury or accident to Participant while taking part in the activities, including for any medical treatment authorised for Participant as described in this Agreement.
- I further AGREE TO INDEMNIFY RECA and RECA Representatives and each of them from any and all actions, causes of action, claims, loss, damages, costs, expenses and liability which any of them may hereafter suffer or incur or be required to pay, arising

from any injury or property damage whatsoever and howsoever caused which may hereafter be claimed on behalf of the Participant, by me, or by any legal representative of the Participant, arising directly or indirectly from, or in any manner related to, the Participant's attendance, presence, involvement or participation in any activities of RECA, including for any and all legal fees (on a solicitor and his own client basis) or losses or costs which may be incurred in defending any such lawsuit or claim.

- I acknowledge that this Agreement applies whether RECA is at fault or not and that it limits the liability of RECA Representatives to the same extent as it limits the liability of RECA even though RECA Representatives are not formal parties to this Agreement.
- This Agreement shall be binding on my heirs, executors, administrators, successors, and assigns, and shall enure to the benefit of RECA and RECA Representatives and their respective successors and assigns.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT; I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE RECA OR RECA REPRESENTATIVES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

***PROCEDURE IN THE EVENT OF A SERIOUS ILLNESS OR ACCIDENT:***

- I understand that the leadership will endeavor to contact us (me) at the contact information below.
- If it is not possible, where urgency requires, I give authorization for approved leadership to sign a consent for the necessary medical treatment, and to authorize any physician or hospital to provide medical assessment, treatment or procedures for me or my child.

	Print Name	Signature (if 18 +)	Contact Info
Participant			Ph:
Parent/Legal Guardian			Ph:
DATE SIGNED			