

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of camping and specific risk associated with the activity: fire rings and fire pits, wet floors in the shower/restroom facility, low ropes elements, supplied activities, bodies of water, creeks and drainage erosion, uneven ground, limbs and trees, environmental impacts such as weather, wildlife, snakes, insects, etc... and other people who may be camping or trespassing at The Wilderness campground, organized by Battle Cry Ministries/Servanthood Fellowship, of 14320 FM 1488, Magnolia, Texas, 77354 and/or use of the property, facilities and services of Battle Cry Ministries. I, _____ of (address) _____, _____, _____, agree for myself and (if applicable) for the members of my family and any minors who I do not have legal custody of, to the following.

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral or written instructions or directions given by Battle Cry Ministries/Servanthood Fellowship, or the employees, representatives or agents of Battle Cry Ministries/Servanthood Fellowship. In addition, I agree to have a release of liability submitted to Battle Cry Ministries/Servanthood Fellowship for any minor that I do not have legal custody of and that if I fail to do so, I assume all liability for their welfare while camping at The Wilderness.
2. **IN CASE OF AN EMERGENCY.** I understand and agree that in the case of any emergency, I am to contact 911 for assistance. I understand that Battle Cry Ministries/Servanthood Fellowship is not responsible in any way to respond to any emergency situation that may arise.
3. **ASSUMPTION OF THE RISK AND RELEASE.** I recognize that there are certain inherent risk associated with the above described activity and I assume full responsibility for personal injury to my self and (if applicable) for the members of my family and any minors who I do not have legal custody of, and further release and discharge Battle Cry Ministries/Servanthood Fellowship, or the employees, representatives or agents of Battle Cry Ministries/Servanthood Fellowship for injury or death, loss or damage arising out of my or my family's use of or presence upon the facilities of Battle Cry Ministries/Servanthood Fellowship, whether caused by the fault of myself, my family, Battle Cry Ministries/Servanthood Fellowship or other third parties, whether registered campers or trespassers.
4. **INDEMNIFICATION.** I agree to indemnify and defend Battle Cry Ministries/Servanthood Fellowship against all claims, causes of actions, damages, judgments, cost or expenses, including attorney fees and other litigation costs, which may in any way arise from me or my family's use of or presence upon the facilities of Battle Cry Ministries/Servanthood Fellowship.
5. **Fees.** I agree to pay for all damages to the facilities of Battle Cry Ministries/Servanthood Fellowship caused by any negligent, reckless, or willful actions by me or my family.
6. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved by Texas Law.
7. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Battle Cry Ministries/Servanthood Fellowship has offered to refund and donation I have made to use its facilities if I choose not to sign this Agreement.

8. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
9. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
10. **DISPUTE RESOLUTION.** The parties will attempt to resolve any disputes arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputed arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not susses fully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. **EMERGENCY CONTACT.** In case of an emergency, please call _____
Relationship: _____ at day time phone number: _____, or night
time phone number: _____ .

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Dated: _____

Printed name: _____

Signature: X _____