

Laughing Waters Family Campground(LWFC) Participant Agreement, Release and Assumption of Risk

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on _____ by and between the Laughing Waters Family Campground (hereinafter, "LWFC"), of 1486 Boys Home Road, Hot Springs, North Carolina 28743 and Participants (hereinafter, "Participants"). Laughing Waters Family Campground and Participants are sometimes individually referred to as "Party" and collectively referred to as the "Parties" As well as LWFC is used and referred to as Laughing Waters Family Campground.'

WHEREAS, Participants desires to use Laughing Waters Family Campground's property located at 1486 Boys Home Road, Hot Springs, North Carolina 28743 (the "Property") to Lodging, camping, hiking, walking, fishing, swimming as well as any and all activities on said property.; and

WHEREAS, in exchange for making the Property available to Participants for such purposes, Participants desires to hold harmless Laughing Waters Family Campground from any claims and/or litigation arising out of the Participant's use of the Property.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Laughing Waters Family Campground and Participants hereby agree as follows:

TERMS

***DO NOT CUT ANY TREES, BANCHES OR LIMBS ECT. DO NOT DESTROY, NAIL OR CHANGE ANY SHELTER OR BUILDINGS.**

1. Hold Harmless. Participants shall fully defend, indemnify, and hold harmless Laughing Waters Family Campground from any and all claims, lawsuits demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual, an act of God or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of Participants, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Laughing Waters Family Campground for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Enforceability, Severability, and Reformation. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under North Carolina law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under North Carolina law.

8. Applicable Law. This Agreement shall be governed exclusively by the laws of North Carolina, without regard to conflict of law provisions.

9. Exclusive Venue and Jurisdiction. Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of North Carolina. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. Signatories. This Agreement shall be considered signed on behalf of Laughing Waters Family Campground by Laughing Waters Family Campground g staff, managers, agents, officers, volunteers, participants, owners, contractors, subcontractors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LWFC" and on behalf of Participants by _____), Individual or on behalf of family, and effective as of the date first written above.

11. Risks of Camping. The participant acknowledges that any participation in any outdoor activity on the grounds of Laughing Waters Family Campground entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties such as fellow campers. The risks include, any and all as well as not listed: Negligence, Slipping and falling, accidental drowning, exposure to temperature and weather extremes, hyperthermia (heat related), hypothermia, heat exhaustion, sunburn, dehydration, lightning, exposure to potentially

dangerous wild animals, insect bites, snakes and the possibility of snake bites, hazardous plant life, acts of God such as but not limited to limbs falling, travel in remote areas with poor or no access to emergency and/or medical services: The participants own physical condition, and the physical exertion associated with all activities at Laughing Waters Family Campground. The participant acknowledges that they are physically fit to camp and will not hold LWFC or anyone associated if the participant is injured as a result of any and all medical problems or conditions and/or accidents while camping, walking, hiking, fishing, swimming, and any and all activities on the property of LWFC. I the participant and any all associated, but not limited to third parties, fully understand that LWFC has no medical facilities in the event of illness, injury or loss. The participant also understands that any and all medical treatment will be delayed until appropriate treatment, transponders and transportation has been provided through trained medical care providers and medical facilities. LWFC has made no representation or implied otherwise that they can or will provide, perform any safety or rescue attempts of any kind. In the event that the participant shows signs of distress or would call for aid that any and all assistance given by LWFC, their agents, owners, officers, volunteers, participants, employees, family, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LWFC"). The participant also states that they are not taking nor have they taken nor will they take any medications, drugs or alcohol which could contraindicate camping itself and any and all activities at LWFC.

By signing this document, I (the participant) acknowledge that if anyone is hurt or property is damaged during my participation while at Laughing Waters Family Campground, I may be found by a court of law to have waived my right to maintain a lawsuit against LWFC on basis of any claim from which I have released them herein. I also have had sufficient opportunity to read this entire document. I have read and understand its entirety as well as agree to be bound by its terms.

Print Name _____
Phone Number _____
Group or Organization _____
Address _____
City _____ State _____ Zip _____
Email _____
Signature of Participant _____
Date _____

Parents or Guardian's Additional Indemnification

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by LWFC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LWFC from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such as use or participation by Minor.

Signature of Parent or Guardian: _____

Printed signature of Parent or Guardian: _____

Date _____

Campsite _____ Number of Nights _____

Number of Guests _____ Number of animals _____

Vehicle _____