



Camp Liberty

Effective 9/1/2016

15719 Alabama Highway 157 ☆ Battleground, Alabama 35179
Phone 855-962-CAMP ☆ BOwen@xmccamp.com

LIABILITY RELEASE

Name: _____ Age: _____ Address: _____

Phone: _____

In consideration of Liberty Communications, LLC (d/b/a Camp Liberty) allowing the above applicant to utilize the facilities and participate in the related activities of on-site programs, I agree that:

1. I acknowledge that 100% of enrollment fees associated with the requested course of instruction are non-refundable, for any reason. The provision to includes, but is not be limited to, cancellation, non-participation or departure.

2. I understand that I am responsible for any damage to property or equipment on loan to the participant that is beyond the scope of normal wear and tear.

3. I, the person named above (if an adult), or the legal guardian (if a minor), do hereby acknowledge that offered programs are "high adventure" with activities of an "extreme" nature. I understand that while Camp Liberty, LLC will take all necessary safety precautions, that there is the possibility for minor injuries (bruises, sprains, aches, cuts) in the routine course of these activities. These activities may include but are not limited to, self-defense training, rappelling, pugil stick training, and obstacles courses. Many activities on Camp Liberty are physically demanding and high-impact.

4. I, the person named above (if an adult), or the legal guardian (if a minor), do hereby consent to having a likeness used in marketing and/or training materials.

5. I understand that no medical insurance is provided while participating in Camp Liberty activities. I understand that all medical costs, regardless of the situation, are my sole responsibility.

6. EXEMPTION AND RELEASE FROM LIABILITY. In consideration of participation in programs offered and operated by Liberty Communications, LLC, (d/b/a Camp Liberty), as well as organizations which are partners, tenants or otherwise using the facilities either at a cost or at no-cost, on behalf of myself, my heirs or personal representatives I exempt and release the following persons, corporations and organizations: Liberty Communications, LLC; all owners and operators with whom it contracts for services; and including all of each person's, corporations, and organization's officers, agents, servants, employees, representatives, lessors; (hereinafter collectively referred to as "Releasees"), from any and all liability, claims, demands or actions or causes of action whatsoever arising out of the death, injury or illness of myself (if an adult) or my child/ward (if parent/guardian of the minor indicated above) related to their participation in the Camp Liberty activities.

7. COVENANT NOT TO SUE. I agree never to institute any suit or action at law or otherwise against any of Releasees, or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the activities covered by this Agreement, whether caused by the negligence and/or other fault, either active or passive, of any of Releasees, or from any other cause. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of Releasees, nor shall they initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from activities covered by this Agreement, whether caused by the negligence and for other fault, either active or passive, of any of Releasees, or from any other cause. I hereby so instruct my heirs, executors, administrators, personal representatives and/or anyone else claiming on my behalf. Should any such suit or action at law or otherwise be instituted against any of Releasees, I agree that such Releasees shall be entitled to recover attorneys' fees and costs incurred in defense of such suit or action, including any appeals there from.

8. INDEMNITY AGAINST THIRD PARTY CLAIMS. I will indemnify, save and hold harmless Releasees from any and all losses, claims, actions, or proceedings of every kind and character, including attorney's fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the activities covered by this Agreement, whether resulting from the negligence and/or other fault, either active or passive, of any of Releasees or from any other cause.

EMERGENCY CONTACT: In the event of an emergency, the following are to be contacted:

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

ACKNOWLEDGEMENT:

Signature: X _____ Date: _____

Adult Participant Parent / Guardian (check one)

Address