



The Episcopal Diocese of West Texas and Duncan Park Assumption of Risk



To be signed by adult guests or parents of a minor child.

I, _____ (participant's name), AM AWARE THAT DURING MY STAY AT **Duncan Park**, a facility owned and operated by the Episcopal Diocese of West Texas, certain risks and dangers may occur. These include, but are not limited to, the hazards of being in the mountains, forces of nature, and other attributes of this setting. I am aware that Duncan Park has direct access to the St. Vrain River and Brainard's Lake, therefore, I and my family may have the opportunity to participate in aquatic activities including wading or swimming in the lake or fishing in the river. It is the sole responsibility of me (or my legal guardian if under the age of 18) to decide and carry out any activity restrictions I or my family (or legal guardian) deem personally necessary. Weak or non-swimmers should not participate in aquatic activities. Due to unsafe swimming conditions (e.g. current, submerged rocks), no guest should swim in the river. No minor should be at the river or lake without direct, constant supervision by a parent or guardian. I am also aware that there is a road for deliveries and staff in the camp area.

In consideration of these activities and the special environment, to the extent permitted by the law, I have and do hereby hold the Episcopal Diocese of West Texas and its bishops, Executive Board, Trustees, and members of the Church Corporation, and all employees and agents thereof, including but not limited to those at Duncan Park, harmless from any and all liability, actions, case of actions, debits, claims and demands of every kind and nature whatsoever which I now have or which may arise from or in connection with my stay or participation in activities arranged for me at Duncan Park. Injuries may include emotional or physical injuries not to exclude fatality. The terms hereby shall serve as a release and assumption of risk for my heirs, executors and administrators and for all members of my family.

This Assumption of Risk and waiver will apply even if an injury is caused in whole or in part by the ordinary negligence or strict liability of the Episcopal Diocese of West Texas and its bishops, Executive Board, Trustees and members of the Church Corporation, and all employees and agents thereof, including but not limited to those at Duncan Park, but will not apply to the extent an Injury is caused by their gross negligence or willful misconduct.

This Assumption of Risk shall be construed and governed in accordance with the laws of the State of Texas. Exclusive venue and jurisdiction for any dispute arising for this Assumption of Risk, or activities at Duncan Park, shall be in Bexar County, Texas.

Name of Group/Retreat: _____

Signature (If camper is a minor, must be signed by a parent or guardian)

(Date)

Printed Name of Adult Participant, or Child Participant's Parent/Legal Guardian

Printed Name of Witness

Signature of Witness

(Date)