



Family Waiver / Release Form

Head of Family: _____

Address: _____ City _____ St _____ Zip _____

Phone #: _____ Email Address: _____

Family Members

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

Name: _____ Age: _____

I am attending with _____ Church/Group

Please check here _____ if you do not want to be added to Riverbend’s newsletter, mail-outs, etc.

I understand that medical care is provided by the group I am attending with and not by Riverbend Retreat Center.

I understand that my insurance coverage will be the primary coverage. If church you are attending with carries coverage, it will be second and Riverbend third for accidents only – no illness coverage.

I affirm that each person on this list is in good health and that no one is under a physician’s care for any undisclosed condition that might endanger our health or that of other participants.

Please list any known physical conditions of anyone list above which might affect your level of participation:

RELEASE AND INDEMNITY

I understand and hereby agree to assume all of the risks which may be encountered on said activity, including activities preliminary and subsequent thereto. I DO HEREBY INDEMNIFY AND HOLD HARMLESS TARRANT BAPTIST ASSOCIATION AND RIVERBEND RETREAT CENTER, AND THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, VOLUNTEERS AND REPRESENTATIVES (THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, ACTIONS, CAUSE OF ACTION, CLAIMS, LOSSES AND/OR EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES, COURT COSTS AND EXPENSES, ARISING IN CONNECTION WITH OR BASED ON INJURY TO OR DEATH OF ANY PERSONS OR PROPERTY, INCLUDING THE LOSS OF USE THEREOF, CAUSED IN WHOLE OR IN PART BY ANY MEMBER OF THE GROUP OR THE SUMMER CAMP DIRECTORSHIP, REGARDLESS OF WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE INDEMNIFIED PARTIES, OR ANY ONE OR MORE OF THEM. However, this indemnification shall not apply to willful misconduct committed by the Indemnified Parties.

I further give permission and consent to Riverbend Retreat Center for any photographs, videotapes and interviews to be taken during the camping session to be published and used to illustrate, report, promote and advertise the camp including on Internet Web Sites promoting or reporting on the camp. I hereby assign full copyright of these photographs to Riverbend Retreat Center with the reproduction either wholly or in part. I agree that they can be used separately or together, either wholly or in part, in any way and in any medium. Provided my name is not mentioned in connection with any other statement or wording which may be attributed to me personally, I undertake not to prosecute or to institute proceedings, claims or demands against Riverbend Retreat Center or any of their employees related to any actions of Riverbend Retreat Center taken in accordance with this paragraph.

I agree that venue for any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction located in Somervell County, Texas, and such dispute or cause of action shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of any provisions relating to conflict of laws.

I expressly agree that this release, waiver and indemnity agreement is intended to be broad and inclusive as permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I agree that in any event that I take any legal action against Riverbend Retreat Center, which is decided in favor of Riverbend Retreat Center, I will be responsible for all legal fees, court costs and out-of-pocket expenses of Riverbend Retreat Center, its owners and employees. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital.

I further state that I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW THE CONTENTS THEREOF AND I SIGN THIS RELEASE AS PARENT AND /OR LEGAL GUARDIAN OF THE MINOR NAMED ABOVE. I AM AUTHORIZED TO SIGN THIS RELEASE BY AND ON BEHALF OF MY CHILD'S CO-PARENT OR CO-GUARDIAN. This is a legally binding agreement, which I have read, understood, and accept.

Person legally responsible (printed): _____

Signature: _____ **Date:** _____