

Release, Waiver, and Indemnity Agreement for The Salvation Army Hoblitzelle Camp & Conference Center

First Name	Middle Initial	Last Name
Street Address		
City	State	Zip
Home Phone (_____)		Cell Phone (_____)

Activity Responsibility Agreement

I, the undersigned, acknowledge and understand that there are inherent risks and dangers in participating in The Salvation Army Hoblitzelle Camp & Conference Center (hereinafter referred to as "Hoblitzelle") Trail Rides, Paintball, Challenge Course, Archery, Shooting Range and other camping and recreation activities including, but not limited to, swimming, fishing, canoeing, team building exercises, team sports, longhorn feedings, campfires, transportation to and from Hoblitzelle activities, etc. (hereinafter referred to as "Activity" or "Activities"). I hereby accept and assume all such risks and dangers knowingly. I further hereby agree to review and abide by the specific rules and regulations that apply to each of the Activities described above prior to participating in such Activities. Such rules and regulations may be reviewed at the Administrative Office on Hoblitzelle property or will be provided to any Participant at any time upon request.

I also understand that in order to be allowed to participate in any Activity or Activities at Hoblitzelle, I must agree to release The Salvation Army from any and all liability for any injury or damage that I may suffer to my person or property while participating in any Activities or while traveling or being transported to or from any Activities. I acknowledge and agree that this Agreement shall be valid for a period of one (1) year from the date of execution.

Thus, in consideration of being permitted to voluntarily participate in any Hoblitzelle Activity or Activities, I hereby voluntarily agree to release The Salvation Army from any and all liability resulting from or in any way relating to my participation in any Activity or Activities. As my free act and deed, I agree that:

The Salvation Army shall not be liable or responsible for, and shall be saved and held harmless by the undersigned Participant from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, caused by, or occasioned by, directly or indirectly, the participation of the undersigned Participant in any Hoblitzelle Activity or Activities, or while on Hoblitzelle premises, including claims and damages arising in whole or in part from the negligence or gross negligence of The Salvation Army.

I understand and agree that by signing this Agreement, I am knowingly and willingly agreeing to release, indemnify, and hold harmless not only The Salvation Army, but also its officers, agents, trustees, members, employees, representatives, affiliates, and volunteers. I understand and agree that this waiver/release will have the effect of releasing, discharging, saving, and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future; whether known or unknown; whether anticipated or unanticipated by me; and whether through acts or omissions by The Salvation Army's personnel or other unrelated third parties or other participants.

I understand and agree that this waiver/release will be binding on me, my spouse, my heirs, my personal representatives, my assignees, my children, and any guardian ad litem for said children.

I understand and agree that by signing this Agreement, I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating in any Activity, including, but not limited to, health care expenses. I authorize The Salvation Army and its personnel to call for medical care for me and/or transport me to a medical facility or hospital if, in the opinion of The Salvation Army or its personnel, medical attention is needed. I agree to be responsible for and pay all costs associated with such medical care and related transportation.

I UNDERSTAND AND ACKNOWLEDGE THAT THIS IS A LEGAL DOCUMENT. I understand that the terms herein are contractual and not a mere recital. I acknowledge that I have read this Agreement in its entirety and that I understand the words and language in it. I understand that there are potential dangers inherent and incidental to participating in any Activity or Activities and traveling to and being transported from any Activity. I execute this Agreement voluntarily and with full knowledge of its meaning and significance.

I agree that the terms of this Release, Waiver, and Indemnity Agreement are to be governed by and construed under the laws of the State of Texas. In the even any term or provision of this Release, Waiver, and Indemnity Agreement is found to be unenforceable or void, such finding will attach only to such term or provision and shall not in any manner render invalid or unenforceable any other provision of this Agreement. I agree that exclusive venue for any dispute arising between The Salvation Army and me involving this Release, Waiver, and Indemnity Agreement or involving my participation at Hoblitzelle shall be brought in Dallas, Dallas County, Texas.

Consent to Publication by The Salvation Army (Photography, Film, Text, Audio)

I hereby irrevocably grant to The Salvation Army, its successors and assigns, its agents and those by whom it is commissioned, the absolute, unrestricted, and unlimited license, right, permission, and consent to use and reuse, disseminate, copyright, print, reproduce, publish and republish, for any and all trade purposes or commercial or other advertising or public purposes, and in any and all advertising, publicity, display, publication or media, my name, signature and likeness, and any portraits, pictures, photographic prints or other representations of me, or in which I may appear, or any reproductions or sketches thereof or parts thereof, photographic or otherwise, with such additions, deletions, alterations, or changes therein as you in your discretion may make, either separately or together with my name or a fictitious name, or the name of another person, with or without any statements or testimonials made by me, or authorized by me which you may, in your discretion, prepare for use in connection therewith. I warrant that I have not limited or restricted the use of my name or photograph to the use of any organization or person.

I hereby grant unrestricted use of audio tracks or text by The Salvation Army for such purposes as The Salvation Army may deem appropriate.

I hereby release and discharge The Salvation Army, its successors, assigns, employees, volunteers, and agents from any and all claims and demands arising out of or in connection with the use of any of the foregoing, including any claims for defamation, invasion of privacy, or violation of any statutory right.

I understand and acknowledge that The Salvation Army is not responsible for the placement by non-Salvation Army employees of photos taken at Hoblitzelle on Facebook, Instagram, Twitter, or any other such media.

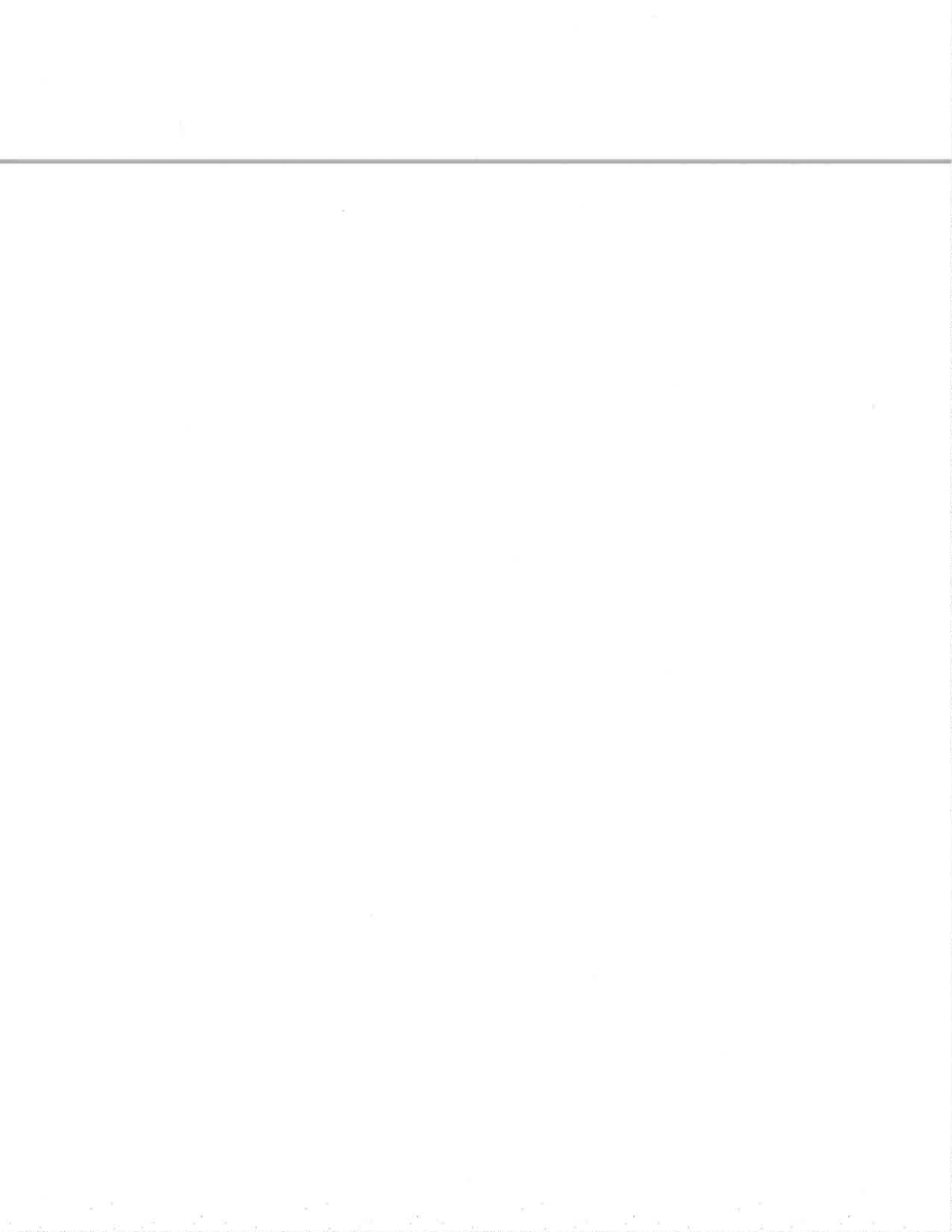
ACCEPTED AND AGREED TO BY:

Participant's Name

Date

Participant or Parent/Guardian Signature (if under 18)

Date



The Salvation Army Hoblitzelle Camp & Conference Center **Waiver of Liability Relating to Coronavirus/COVID-19**

The novel Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. Coronavirus/COVID-19 is reported to be extremely contagious.

COVID-19 spreads when an infected person breathes out droplets and very small particles that contain the virus. These droplets and particles can be breathed in by other people or land on their eyes, noses, or mouth. In some circumstances, they may contaminate surfaces they touch. People who are closer than 6 feet from the infected person are most likely to get infected.

COVID-19 is spread in three main ways:

- Breathing in air when close to an infected person who is exhaling small droplets and particles that contain the virus.
- Having these small droplets and particles that contain virus land on the eyes, nose, or mouth, especially through splashes and sprays like a cough or sneeze.
- Touching eyes, nose, or mouth with hands that have the virus on them.

People reportedly can be infected and show no symptoms and therefore spread the disease. Evidence has shown that Coronavirus/COVID-19 can cause serious and potentially life-threatening illness and even death.

The Salvation Army Hoblitzelle Camp & Conference Center has put in place preventative measures to help reduce the spread of Coronavirus/COVID-19. However, The Salvation Army Hoblitzelle Camp & Conference Center cannot guarantee that you or your children will not become infected with Coronavirus/COVID-19 or prevent you, or your children, from becoming exposed to contracting, or spreading Coronavirus/COVID-19 while utilizing The Salvation Army Hoblitzelle Camp & Conference Center's services or premises. Further, utilizing these services or premises could increase your risk and/or your children's risk of contracting Coronavirus/COVID-19. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize The Salvation Army Hoblitzelle Camp & Conference Center's services or premises, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

By signing this waiver, I affirm and attest that:

- a. I am not diagnosed with Coronavirus/COVID-19;
- b. I am not currently experiencing or displaying, and have not in the last 14 days experienced or displayed, any of the following symptoms: cough, shortness of breath, difficulty breathing, fever, chills, muscle pain, headache, sore throat, or new loss of taste or smell;
- c. I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19, including anyone who was experiencing or displaying any of the symptoms listed in item (b);

- d. I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19; and
- e. I will practice safe social distancing and clean hygiene while utilizing The Salvation Army Hoblitzelle Camp & Conference Center's services or premises.

Assumption of Risk: I have read and understood the above warning concerning Coronavirus/COVID-19. I hereby choose to accept the risk of contracting Coronavirus/COVID-19 for myself and/or my children in order to utilize The Salvation Army Hoblitzelle Camp & Conference Center's services and/or premises. These services are of such value to me and/or my children, that I accept the risk of being exposed to, contracting, and/or spreading Coronavirus/COVID-19 in order to utilize The Salvation Army, Hoblitzelle Camp & Conference Center's services and/or premises.

Waiver of Lawsuit/Liability: I hereby forever release and waive my right to bring suit against The Salvation Army Hoblitzelle Camp & Conference Center and its officers, directors, managers, officials, trustees, agents, employees, or other representatives (Collectively "Released parties") in connection with exposure, infection, and/or spread of COVID-19 related to utilizing The Salvation Army Hoblitzelle Camp & Conference Center's services and/or premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen, or unforeseen.

Indemnity: I also agree that in exchange for utilizing The Salvation Army Hoblitzelle Camp and Conference Center's services and/or premises I will indemnify, defend, and hold harmless the Released Parties from any and all claims that arise directly or indirectly from Coronavirus/COVID-19 as a result of my and/or children's utilization of The Salvation Army Hoblitzelle Camp and Conference Center's services and/or premises.

Choice of law: I understand and agree that the law of the State of Texas will apply to this contract.

I have carefully read and fully understand all provisions of this release, and freely and knowingly assume the risk and waive my rights concerning liability as described above:

Signature: _____

Name (Printed): _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: _____

Name (Printed): _____

Date: _____