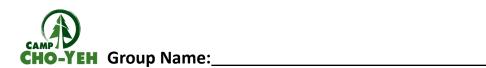
AOR 5/3/22



INDIVIDUAL ASSUMPTION OF RISK, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

EACH PARTICIPANT MUST FILL OUT THIS FORM. ALL FORMS SHOULD BE TURNED IN TO CAMP CHO-YEH BEFORE OR UPON ARRIVAL.

I wish to enter onto Camp Cho-Yeh's premises and to participate in recreational activities to be made available to participants at Cho-Yeh Camp and Conference Center, Inc. ("Camp Cho-Yeh"). I am aware that there are a number of risks of illness, injury and death at Camp Cho-Yeh. I am aware that Camp Cho-Yeh has a lake on site and has direct access to a swimming pool. Therefore, I may have the opportunity to participate in aquatic activities including, but not limited to, swimming, kayaking, fishing and any other activity arranged for me by the group leader and Camp Cho-Yeh's Staff. I acknowledge that it is the full responsibility of me (or legal guardian if under the age of eighteen) to decide on and carry out any activity restrictions I (or legal guardian) deem personally necessary. I acknowledge that non-swimmers or weak swimmers should not participate in aquatic activities. I understand Camp Cho-Yeh also offers activities on a Challenge Course. This Course includes elements as high as forty-five (45) feet high with which a belay system is used as well as low elements approximately six (6) feet high with which group spotters are used. I understand that Camp Cho-Yeh offers activities on a paintball course. I acknowledge that paintball is a strenuous activity in which participants can and do get injured including the lower body, mid-section, upper body, and head. In addition, marks are usually left on the skin when a paintball makes contact with a participant. I understand other activities include, but are not limited to, team and individual sports, miscellaneous games, and all aspects of camping. I am aware and understand that the activities discussed in this document are only some examples of risks of injury and death at Camp Cho-Yeh, and that these and/or other activities in which I participate during my stay at Camp Cho-Yeh (the "Activities") may be hazardous or otherwise involve a risk of physical injury or death to participants. I understand hazards include, but are not limited to, the hazards of being in a wilderness area, the forces of nature, and other reasons associated with the activities.

In consideration of Camp Cho-Yeh permitting me to enter upon premises owned or controlled by Camp Cho-Yeh, to participate in Activities at Camp Cho-Yeh, and/or to use any equipment owned or controlled by Camp Cho-Yeh, and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I agree as follows:

Lexpressly assume any and all risks of property damage/loss, illness, injury, or death arising from or relating in any way to the following "Causes": (i) my ingress, egress or presence or activity on Camp Cho-Yeh's premises (including but not limited to participation in Activities defined above), (ii) the condition of Camp Cho- Yeh's premises, the adjoining land, or any of the driveways, streets, or alleys used in connection with Camp Cho-Yeh's premises, (iii) the use or condition of any equipment on Camp Cho-Yeh's premises or equipment owned or controlled by Camp Cho-Yeh, (iv) exposure to, or contraction of a communicable disease such as COVID-19, Coronavirus, or other contagion, including the possibility of serious illness, injury, or death, or (v) any act or omission of Cho-Yeh Camp and Conference Center, Inc., its affiliates, contractors, vendors, directors, officers, agents, sponsors, employees, staff, volunteers, or representatives of any kind (collectively "Releasees"). On behalf of myself, my dependents and personal representatives, I hereby agree to waive and release any and all actions, claims, suits or demands of any kind or nature whatsoever against the Releasees arising from or relating in any way to any of the Causes. I understand and agree that this Individual Assumption of Risk, Waiver, Release and Indemnification Agreement means, among other things, that if I suffer property damage/loss, become ill, am injured, or die as a result of any of the Causes, I, my family, my heirs, and others cannot under any circumstances sue Releasees or any of them for damages relating to or caused by my property damage/loss, illness, injuries or

I agree to indemnify, to the extent permitted by the laws and constitution of the State of Texas, Releasees or any of them, and their subrogees, if any, in the event of any loss, damage or claim (including court costs and attorneys' fees) for my property damage/loss, illness, injury, or death arising from or relating in any way to any of the Causes. MY ASSUMPTION OF RISK, WAIVER, RELEASE, AND OBLIGATIONS TO INDEMNIFY THE RELEASES UNDER THIS DOCUMENT SHALL APPLY TO LIABILITIES EVEN IF SUCH LIABILITIES ARE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT OR LIABILITY OF ANY ONE OR MORE OF THE RELEASEES, WHETHER OR NOT SUCH SOLE, JOINT, OR CONCURRENT NEGLIGENCE, FAULT OR LIABILITY WAS ACTIVE OR PASSIVE.

All legal and equitable claims, demands, and controversies, of whatever nature or kind, whether in contract, tort, under statute or regulation, or some other law, between me and Camp Cho-Yeh, will be resolved exclusively by final and binding arbitration administered by the Institute for Christian Conciliation ("ICC") under its applicable rules (or, alternatively, if the ICC is for any reason unwilling or unable to conduct the arbitration, it shall proceed before a single arbitrator in accordance with the International Institute for Conflict Prevention & Resolution Rules for Non-Administered Arbitration).. I understand and agree that I would not have been permitted upon premises owned or controlled by Camp Cho-Yeh, and/or to use any equipment owned or controlled by Camp Cho-Yeh had I not executed this Individual Assumption of Risk, Waiver, Release and Indemnification Agreement.

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I have read this Assumption of Risk, Wais its meaning, including seeking the advice legal effect, and of the fact that it may at and/or video taken of me for the purpos	e of an attorney, if ag fect my legal rights.	opropriate, and exec I hereby consent to	ute it freely, withou and authorize Cam	t duress, and in full complete o Cho-Yeh to use and reprodu	e understanding ice any photogr
Signature of Participant	Printed Name of Participant			Date	
Street Address	City	State	Zip	- Phone	
FOR PARTICIPANTS UNDER THE AGE OF EIGH I am the parent or legal guardian of the child Indemnification Agreement, and consent on b	whose name and signa	• •		nd this Assumption of Risk, Waiv	er, Release and
	Signature of Parent			Printed Name of Parent	