

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in campground activities, and for other good and valuable consideration, we hereby agree to release and discharge from liability arising from negligence **Summer Hideaway, LLC and Summer Hideaway RV Campground & Resort, LLC** and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. We acknowledge camping at Summer Hideaway and participating in campground activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls; burns from campfires; drowning in pools or other bodies of water; falls from play equipment or caused by uneven surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. We understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. We expressly accept and assume all of the risks inherent in any activity or that might have been caused by the negligence of the Releasees. Our participation in any activity is purely voluntary and we elect to participate despite the risks. In addition, if at any time we believe that event conditions are unsafe or that we are unable to participate due to physical or medical conditions, then we will discontinue participation ASAP.
3. We hereby voluntarily release, forever discharge, and agree to indemnify & hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with our participation in any activity, or our use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, we agree to indemnify & hold them harmless for all such fees & costs.
4. We represent that we have adequate insurance to cover any injury or damage we may suffer or cause while participating in any activity, or else we agree to bear the costs of such injury or damage. We further represent that we have no medical or physical condition which could interfere with our safety in any activity, or else we are willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that we file a lawsuit, we agree to do so solely in the state where Releasees' facility is located, and we further agree that the substantive law of that state shall apply.
6. We agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and in effect.

By signing this document, we agree that if we are hurt or our property is damaged during our participation in any activity or stay at Summer Hideaway, then we may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

We have had sufficient time to read this entire document, and should we choose to do so, consult with legal counsel prior to signing. Also, we understand that any activity might not be made available to us or that the cost to engage in any activity would be significantly greater if we were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **We have read and understood this document and we agree that all persons identified below and any additional guests visiting with you at Summer Hideaway RV Campground Resort, LLC shall be bound by its terms.**

Signature _____
Print Name _____
Address _____
City _____ State _____ Zip _____
Telephone (____) _____ Date _____

Signature _____
Print Name _____
Address _____
City _____ State _____ Zip _____
Telephone (____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

(Must be completed for participants under the age of 18)

In consideration of (PRINT minors' names) _____,
_____, _____,
_____, _____,
_____, _____.

being permitted to participate in any activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____