

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

READ CAREFULLY- WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to camp at the property operated by KampGigi, LLC., [hereinafter "KampGigi"] and for other good and valuable consideration I hereby agree to release and discharge KAMPGIGI, its owners, directors, officers, agents, employees, volunteers, other participants and all other persons or entities acting for them [hereinafter collectively referred to as "Releasees"] from any and all liability arising from negligence. I hereby make this release on behalf of myself and my children if any, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that camping and / or participating in activities upon real property owned and operated by KampGigi involve unknown risks which could result in injury.
2. I expressly accept and assume all of the risks inherent to camping and / or participating in activities upon real property owned and operated by KampGigi or that might be caused by any negligence of Releasees. My choice to camp and / or participate in activities upon real property owned and operated by KampGigi is purely voluntary despite any risks involved. In addition, if at any time I believe that camping and / or participating in activities upon real property owned and operated by KampGigi is unsafe of that I am unable to camp and / or participate in activities upon real property owned and operated by KampGigi I will immediately stop said activities.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands or causes of action which are in any way connected with camping and / or participating in activities upon real property owned and operated by KampGigi arising from negligence. Should Releasees be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify Releasees and pay said fees in their entirety.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while camping and / or participating in activities upon real property owned and operated by KampGigi, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in camping and / or participating in activities upon real property owned and operated by KampGigi.
5. In the event that I file a lawsuit, I agree to do so in the State of North Carolina in the County of Haywood and I further agree that the law of the State of North Carolina will apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am injured or my property is damaged while camping and / or participating in activities upon real property owned and operated by KampGigi, I have waived my right to bring, or maintain, any lawsuit against Releasees for any claims for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I have fully read and understand this document and I agree to be bound by the terms herein.

Date _____

Signature _____

Print Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

**Parent or Guardian additional Agreement
[must be completed for all guests under the age of 18]**

In consideration of _____ [print minor name] being permitted to camp and / or participate in activities upon real property owned and operated by KampGigi, I agree to indemnify and hold harmless Releasees from any and all claims alleging negligence that are brought by, or on behalf of, the named minor.

Date _____

Parent or Guardian Signature _____

Print Name _____