

**Houston Chinese Youth Camp  
Release, Waiver and Indemnification Agreement**

I, being the parent or legal guardian of \_\_\_\_\_ (the "Participant"), in consideration for being allowed to continue his or her participation at Houston Chinese Youth Camp and engage in the activities related to being a participant (the "Activities"), I hereby freely, voluntarily, and without duress execute this Release, Waiver of Liability and Indemnification Agreement (the "Agreement") on behalf of myself and the Participant, under the following terms:

**Release and Waiver:** I hereby release and forever discharge and hold harmless Chinese Youth Camp, Inc. and its officers, directors, volunteers, board, or agents (collectively "CYC") from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which may arise or may hereafter arise from my participation in CYC Activities. I understand that this Agreement discharges CYC from any liability or claim that I may have against CYC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my participation in this year's CYC Activities, including harm resulting from my own negligence or the negligence of other participants. I also understand that CYC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance. I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

**Indemnification:** I agree to indemnify and defend CYC and hold them harmless from any and all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way may arise from my participation in CYC Activities which includes but are not limited to damages too destruction of property, injury, death or any liability arising from the acts or negligent acts of myself.

**Acknowledgement of Policies and Procedures:** I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my participation in this year's CYC Activities. I understand that the safe and proper use of all facilities, equipment or participation in the Activities is dependent upon carefully following these policies and procedures.

**Assumption of Risk:** While CYC makes every effort to make its Activities as safe as possible, I understand that CYC Activities may include activities that may be inherently hazardous. I agree to allow myself to participate with full knowledge of the dangers and potential injuries involved. I hereby expressly and specifically assume the risk of injury or harm and releases CYC from all liability for injury, illness, death, or property damage resulting from my participation in this year's CYC Activities.

**Payment for Damages:** I agree to pay or reimburse CYC for any and all damages to any property caused by myself, negligently, willfully or otherwise.

**Photographic Release:** I hereby grant and convey onto CYC sole and exclusive ownership of any intellectual property rights, in any and all photographic images and video or audio recordings made by CYC of me during my Activities with CYC, including, but not limited to, any royalties, proceeds, or other benefits derived from such images or recordings. I further grant an irrevocable, freely transferable, royalty free license to CYC for any images or recordings I may take during my Activities with CYC.

**Arbitration:** I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that if there is any dispute with CYC, it will be resolved by binding arbitration in the State of Texas, based upon the rules of the American Arbitration Association and Texas law.

**Jurisdiction:** This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Texas. The parties agree to use the State of Texas for Jurisdiction and Harris County, Texas as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

**Severability:** I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CYC Parent or Legal Guardian Signature

Printed Name