

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in campground activities, and for other good and valuable consideration, I hereby agree to release and discharge Person-Caswell Lake Authority/ Hyco Lake Park and Campground, and its owners, directors, officers, employees, agents, volunteers, participants, and all others persons or entities acting for them (hereinafter referred to as "Releasees) on behalf of myself and my children, parents, heirs, assigns, personal representatives and/or estate, and any other guest here at my request, from any liability arising from negligence. I also agree as follows:

****NOTICE****

THIS AREA IS NOT DESIGNATED, LICENSED OR OPERATED AS A NATURAL PUBLIC SWIMMING AREA BY PERSON CASWELL LAKE AUTHORITY. SWIMMING IS NOT CONDONED OR ENCOURAGED. DANGEROUS, AND/OR UNKNOWN CONDITIONS MAY EXIST. PARENTS MUST BE WITH CHILDREN AT ALL TIMES

1. I acknowledge that participating in campground activities (including but not limited to: camping, swimming, boating, fishing, pickleball courts, disc golf, walking trail, rentals of canoes/kayaks, volleyball, day use area, boat storage area, and any activities brought onto the premises by the guest or visitors of guests, etc.) could result in physical or emotional injury, paralysis or permanent disability, property damage, and death. Risks include, but are not limited to: broken bones, torn ligaments, and other injuries as a result of falls, burns from campfires, drowning in the body of water, falls from play equipment or caused by uneven surfaces, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment.
2. I completely accept and assume all risks inherent to these activities, which might have been caused by the negligence of the Releasees. My participation in these activities is strictly voluntary and I elect to participate despite the risks. In addition, if at any time I believe that conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
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 my usage of Hyco Lake Park & Campground facilities, equipment, and/or camping spots, shelters, community building, and cabins 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, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury and/or damage I may suffer or cause while at Hyco Lake Park & Campground, or I agree to bear all costs associated of such injury or damage myself.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Person-Caswell Lake Authority/ Hyco Lake Park & Campground is located, and I further agree that the fundamental law of that state will apply.
6. I agree if any of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I also agree to follow all rules set forth by Person-Caswell Lake Authority/ Hyco Lake Park & Campground as attached to this agreement, including the pet policy.
8. If you bring a pet, you agree that you are fully responsible for any and all issues/damages the pet may cause. Therefore, you fully agree to hold harmless Person-Caswell Lake Authority/ Hyco Lake Park and Campground, and its owners, directors, officers, employees, agents, volunteers, participants, and all others persons or entities acting for them.

By signing this document, I agree that if I am hurt or my property is damaged during my stay or visit to Person-Caswell Lake Authority, Hyco Lake Park and Campground, then I may be found by a court of law to have waived my right to maintain a lawsuit against Person-Caswell Lake Authority/ Hyco Lake Park and Campground, and its owners, directors, officers, employees, agents, volunteers, participants, and all others persons or entities acting for them, being released on the basis of any claim 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 read and understood this document and I agree to be bound by its terms.

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 _____ (minors printed name) being permitted to engage in activities at Person-Caswell Lake Authority/ Hyco Lake Park and Campground, I further agree to indemnify and hold harmless Person-Caswell Lake Authority/ Hyco Lake Park and Campground, and its owners, directors, officers, employees, agents, volunteers, participants, and all others persons or entities acting for them, from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected in participation by minor.

Parent/Guardian: _____

Print Name: _____

Date: _____