

Camper Participation Agreement

Campers Name: _____

Parent's / Guardian's name: _____

In consideration of the opportunity to participate in the Tera Byte Camp ("Camp") experience at the Galant Home at 4444 Gloster Rd, and at the price charged, Parent and Camper must acknowledge as follows:

Parent and Camper understand that while the main activities of the camp are Video Game Creation and Film Making located in the computer lab, the campers will participate in other activities, including without limitation, basketball and playing and eating outside where there is a swimming pool, but NO lifeguard. **The fenced Pool Area ("Pool Area") is OFF LIMITS to ALL Campers at ALL TIMES.** While there will be supervision of the campers in general, the Parent assumes all risk of the Camper going into the Pool Area. Additional risks of Camp include, without limitation, those associated with electronic usage; exposure to the elements of nature; falls, cuts, bruises, fractures, sprains, plant or food allergies, emotional upset; insect bites; communicable diseases; errors in judgment, failure to follow directions and careless conduct of other Campers, staff and other persons, and other risks ordinarily associated with a camp/school activity.

Parent understands that the Camp does not carry any insurance beyond homeowner's policy. If the camp were required to provide any additional insurance, the camp fee would be much higher than it is.

In consideration of the opportunity to participate in the Camp at the stated \$399 (or less), at the residence of the Galant Family, 4444 Gloster Rd, Dallas, Tx, Parent, for himself or herself, and on behalf of his or her spouse, and on behalf of the Camper, agree

- A) To be bound by the limits both as to type of loss covered as well as monetary limits of such coverage of the Galant's Homeowner's policy on 4444 Gloster Rd, as well as specifics of process in such policy, such as it is on this date.
- B) To release and not to sue the camp and their respective owners, employees, other staff and representatives and contractors, and relatives, including without limitation the Galant Family, and guests or invitees of the Galant Family ("Released Parties") with respect to any and all claims, demands, actions, causes of action, damages, injuries or losses of any kind (collectively "claims") arising in whole or in part from Camper's enrollment, attendance and participation in Camp, and in uses of its facilities and equipment.
- C) To indemnify ("indemnify" meaning to protect and pay claims and damages including costs and attorney fees) Released Parties and each of them, from and

against any and all claims, by whomever they might be brought arising in whole or in part from a loss incurred by, or caused by, Camper.

Camp reserves the right to dismiss Camper from Camp if the Camp determines, in its sole judgment, that Camper has acted in a manner detrimental to the best interests of the Camp or other Campers, with no deduction for days missed.

Parents understand that Parent shall be liable for any damage to the Property or facilities of the Camp. Parent understands that neither Camp nor any other Released Party is responsible for the loss or damage to camper's personal property or possessions in the absence of willful misconduct by such person.

The laws of the state of Texas (but not the laws which might apply the laws of another jurisdiction) shall govern the interpretation of this document and any dispute which arises between Camper and/pr Parent and Camp regarding this Agreement and otherwise. Any suit which may be filed, must be filed exclusively in the County of Dallas, State of Texas.

Acknowledged and Agreed to:

Parent: _____ Date: _____