

## RELEASE AND WAIVER OF LIABILITY

### PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

In consideration of T/P Campground, Inc. dba Adventure Bound Camping Resorts, their directors, officers, employees, volunteers, and agents (collectively referred to hereinafter as "Resort") allowing the undersigned Participant(s) use of the Resort which includes various recreational activities/amusements offered by the Resort. These would include but not be limited to: swimming and water activity facilities such as pools, hot tubs, water parks, slides, sprinklers and lakes; inflatable amusements such as bounce houses, slides and obstacle courses; hiking and bicycle paths/trails; playgrounds; fishing facilities; exercise equipment; basketball courts; horseshoe pits; laser tag; dog runs; skating areas; boating; miniature golf; shuffle board and bocce courts; and naturally surfaced playing fields (collectively referred to hereinafter as "Activities").

The Participant(s) hereby freely, voluntarily, and without duress executes this Release and acknowledges the forfeiture of a legal right in accordance with the following terms:

**RELEASE AND WAIVER.** Participant(s) does hereby release and forever discharge and hold harmless Resort and its successors and assigns from any and all liability, loss, damages, costs, claims, demands and causes of action of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant(s)'s participation in any Activities offered by/at the Resort.

The Guest understands that this Release discharges the Resort from any liability or claim that the Guest may have against the Resort with respect to any bodily injury, personal injury, illness, death, or property damage that may result from The Guest's participation in Activities at and/or offered by the Resort, including but not limited to those caused by the negligence of the Resort or its officers, directors, employees, subcontractors or agents or otherwise. The Guest understands that by executing this Release, he/she acknowledges that the Resort will not be held responsible for the consequences of the Resort's negligence, if any, relative to the Guest's participation in Activities at and/or offered by the Resort.

**ASSUMPTION OF THE RISK.** The Participant(s) understands that participation in the Activities offered by/at the Resort requires assumption of certain risks that no amount of care, caution, instruction or expertise can eliminate. These risks include but are not limited to: slipping on wet surfaces; exposure to chlorine and other water cleansing agents; coming into contact with other Participant(s); getting entangled in nets, ropes and hardware on certain amusements; use of defective equipment; striking pool/water amusement bottoms and walls; coming into contact with friction surfaces; walking/running/bicycling on wet, low friction, soft/flexible, and uneven surfaces; walking without footwear in participating in certain Activities; walking/running/bicycling on uneven and unpaved natural surfaces; coming into contact with fishing hooks and other fishing equipment; being struck by batted, thrown or projected balls, horseshoes and other sporting equipment; all of which can result in bodily injury, personal injury, illness, death or property damage. The Participant(s) further understands that he/she assumes such risks while participating in the above-mentioned Activities. The Guest also understands that due to the Resort's natural setting, there is a risk of coming into contact with natural elements including but not limited to wild animals; insects; and poisonous plants, all of which can cause bodily injury, personal injury, illness, death or property damage, and Participant(s) further understands that he/she assumes such risks while on property at the Resort.

Participant(s) also understands and accepts that surface conditions on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature such as snow, rain, sleet, hail, ice, moss, algae and mud or loose gravel, such that walking or other activities may become dangerous. Participant(s) freely assumes any and all such risks, including the risk of any negligence of the Resort.

The Participant(s) hereby expressly and specifically assumes the risk of injury or harm in the Activities and coming into contact with natural elements and releases Resort from all liability for injury, illness, death, or property damage resulting from same.

**PLEASE READ THE FOLLOWING SAFETY RULES:**

- NEVER SWIM ALONE. A minimum of two adults 18 years of age or older must be present whenever this swimming facility is in use, with at least one adult on the pool deck.
- THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. Children under 16 years of age must be accompanied to the bathing facility by a parent or guardian, or similar adult responsible for their safety and behavior.
- IN AN EMERGENCY, NOTIFY THE FACILITY OPERATOR AND CONTACT HELP IMMEDIATELY. Manager’s phone number is posted on office door. Telephone numbers for the nearest emergency medical service are posted.
- Only use this facility during the posted hours of operation.
- Don’t drink alcohol and swim.

**OTHER.** Participant(s) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New Jersey. Participant(s) agrees that in the event that any clause or provision of this Release 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 Release which shall continue to be enforceable.

Participant(s) acknowledges that he/she has read the within Release and Waiver of Liability and has a full understanding of same.

Participant(s) has/have executed this Release as of the date written below.

| <b>Participant</b> | <b>Age</b> | <b>Signature (Parent/Legal Guardian signature required for minors under age 18)</b> |
|--------------------|------------|---|
| _____              | _____      | _____   |
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Site # \_\_\_\_\_

Date: \_\_\_\_\_