



ROYAL.

LIABILITY WAIVER

READ THIS DOCUMENT (this "Liability Waiver") FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS WAIVER AND SIGNING IT ARE A CONDITION OF ACCESS TO THE CAMP ROYAL FACILITIES.

THIS LIABILITY WAIVER COVERS IMPORTANT LEGAL MATTERS INCLUDING WITHOUT LIMITATION: (i) ASSUMPTION OF ALL RISKS BY YOU, (ii) CONSENT TO PARTICIPATE AND MEDICAL TREATMENT, (iii) WAIVER OF LIABILITY & RELEASE OF ALL CLAIMS, (iv) AN INDEMNITY BY YOU, and (v) A NAME AND LIKENESS WAIVER.

INDEMNITY BY YOU, and (v) A NAME AND LIKENESS WAIVER.

Participant Name: _____
 Address/P.O. Box: _____
 City _____
 State _____ Zip _____
 Date of Birth _____ Age _____
 Phone (_____) _____
 Email address _____

1. Definitions. As used herein:

- 1.1 "Activity" means travelling to or from or about Camp ROYAL, being present at Camp ROYAL in any capacity, and undertaking any activity whatsoever whether of an athletic nature or otherwise at or on any part of Camp ROYAL Facilities, including but not limited to, the use of skateboards, scooters, bicycles, and any other sporting equipment or activity related thereto at the Camp Royal Facilities.
- 1.2 "Adult" means the undersigned parent or legal guardian, being at least 18 years old, signing on behalf of the Minor named below so that the Minor will be permitted to engage in the Activity.
- 1.3 "Minor" or "Participant" means the above-named camper participating in the Activity.
- 1.4 "Released Parties" means (i) Royal Corp., a Colorado corporation, parent companies, subsidiaries, affiliates, agents, representatives, shareholders, members, managers, directors, officers, partners, sponsors, employees, attorneys, independent contractors, and volunteers; and (ii) the owners and/or occupiers of the land on which Camp ROYAL is located.
- 1.5 "Undersigned" means the Adult and Minor collectively.
- 1.6 "Camp ROYAL" means the ROYAL Camp located in Glen Jean, West Virginia.
- 1.7 "Camp ROYAL Facilities" means the area, facilities, features and any and all structures or equipment at Camp ROYAL.



2. Risks of Activity.

2.1 Inherent and Additional Risks. The Undersigned understands and agrees that participating in the Activity is inherently dangerous. The Undersigned fully realizes, understands, and appreciates the risks and dangers inherent in participating in the Activity and using Camp ROYAL Facilities, including, without limitation, (i) PHYSICAL INJURY AND/OR DEATH; (ii) falling, jumping, landing, misdirected skateboards, scooters and bikes, performing tricks and colliding with other staff, campers, media personnel and spectators; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks and concussions; and (v) catastrophic injuries, such as brain injury and paralysis. By signing this Liability Waiver, the Undersigned freely accepts and fully assumes responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. Undersigned acknowledges and understands that the description of the risks and dangers listed above is not comprehensive and that participating in the Activity may involve additional risks and dangers, which may include, without limitation, encounters with motor vehicles and equipment, limited access to and/or delay of medical attention, mental distress from participation in the Activity, and negligence of others. The Undersigned understands that there are risks involved in the decision-making and conduct of Camp ROYAL employees and agents involved with an Activity, including, but not limited to, the risk that a coach, instructor, or counselor may misjudge Minor's abilities, conditioning, weather conditions, terrain, route selection, location, or an aspect of Minor's mental, emotional or physical condition that may impact Minor's participation in an Activity.

2.2 Equipment. Undersigned agrees to inspect before use all equipment offered for use at the Camp ROYAL Facilities, including without limitation, skating, bike, ski, snowboard, gymnastics, horseback riding, tubing, scootering and exercise equipment or other equipment (the "**Equipment**") and to ask questions of the Camp ROYAL employees and/or instructors if Minor does not fully understand how to use either the Equipment or the Camp ROYAL Facilities. Undersigned warrants that information provided to Camp ROYAL employees, instructors, school technicians and personnel will be accurate and complete. Adult understands that he/she may not be available or present when Minor's Equipment is fitted and adjusted and hereby waives the opportunity to inspect the use and fitting of the Equipment and authorizes the Camp ROYAL agents or employees to oversee the use and fitting of the Equipment. Undersigned understands that, although Minor may be wearing a helmet, a helmet cannot guarantee Minor's safety and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck, or spinal cord. Undersigned accepts for use "AS IS" any Equipment Minor uses for an Activity and agrees to return either before use or promptly after discovery for replacement or repair any Equipment believed by Minor to be damaged or defective in any way. Adult accepts full responsibility for the care of the Equipment used for an Activity and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged by Minor or not returned. Undersigned understands that additional fees may be required for use of Camp ROYAL Facilities, Equipment, or other services provided by the Camp ROYAL and that age, height, and ability restrictions may apply to limit participation in the Activity and use of some of Camp ROYAL Facilities.

3. Duties of Undersigned. Adult agrees to read, to have Minor read and, if necessary, explain to Minor all posted signs and warnings at Camp ROYAL. Minor must maintain control at all times while participating in the Activity. Minor is responsible for reading, understanding and complying with all signage, including, without limitation, instructions for the use of the Camp ROYAL Facilities. Undersigned acknowledges that Minor has the physical dexterity and knowledge to safely engage in the Activity and use of the Camp ROYAL Facilities. Undersigned acknowledges and agrees that Undersigned are solely responsible for evaluating Minor's physical fitness, mental fitness, technical skills, and experience in order to assess Minor's suitability to engage in the Activity. Undersigned waives any claim of any type against any person who may express an opinion on the same and do not place any reliance or attach any importance to such opinion, whoever may be expressing the same. Minor understands that entering into any "CLOSED" area is illegal. Undersigned agrees that Minor is required to wear a helmet and other protective gear appropriate to the Activity at all times while participating in any Activity.

4. Release, Indemnification and Assumption of Risk. In consideration of utilizing Camp ROYAL Facilities and for other good and valuable consideration, Undersigned agrees as follows:

4.1 Release. UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims, lawsuits, demands, obligations, damages, injuries (whether personal or otherwise), debts, dues, liens, losses, costs, obligations, liabilities or controversies of any kind whatsoever, whether in tort or contract, whether based on statutes, common law, or in equity, whether direct or indirect, whether presently known or unknown, whether liquidated or unliquidated, which Undersigned, or any of them, have or which could be asserted by Undersigned, individually or on behalf of Minor, against Released Parties in connection with Minor's participation in the Activity or use of Camp ROYAL Facilities, including but not limited to claims for negligence, personal injuries, actual damages, punitive damages, attorneys' fees, or interest. This Release is intended to be as broad and as inclusive as legally permissible.

4.2 **Indemnity.** UNDERSIGNED HEREBY AGREES TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES from any and all liability, cost, expense, or damage of any kind or nature whatsoever for any property damage or personal injury to any third party and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to Minor's participation in the Activity or use of Camp ROYAL Facilities. Undersigned's obligation to the Released Parties under this Section 4.2 survives the period of Minor's participation in the Activity or use of the Camp ROYAL Facilities.

4.3 **Assumption of Risk.** Undersigned agrees and understands that there are risks and dangers associated with participation in the Activity and use of the Camp ROYAL Facilities, including, without limitation, the acts, omissions, representations, carelessness, and negligence of the Released Parties and other third parties participating in the Activities or using Camp ROYAL Facilities. Undersigned agrees and acknowledges that property loss, physical injury, and death are all possible from participation in the Activity and use of Camp ROYAL Facilities. RECOGNIZING THE RISKS AND DANGERS, UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR MINOR TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MINOR'S PARTICIPATION IN THE ACTIVITY AND USE OF CAMP ROYAL FACILITIES, WHETHER OR NOT DESCRIBED IN THIS AGREEMENT, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE. Undersigned hereby acknowledges and agrees that Minor is responsible for risks while participating in the Activity or using Camp ROYAL Facilities, including, without limitation, attempting skills or tricks that Minor is not qualified to perform safely or causing any other participants/spectators unreasonable risk of harm, and that Minor shall follow correct safety procedures when using Camp ROYAL Facilities and participating in the Activity.

5. **Digital Media.** Undersigned acknowledges and agrees that the owner of the Camp ROYAL, and any third party authorized by such owner, shall have the right to film, videotape, photograph, record Undersigned's or Minor's voice and make any reproductions of Undersigned's or Minor's physical likeness and voice, and shall have irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including, but not limited to, the exhibition and/or online use, broadcast, theatrically or on television, cable or radio, any motion picture film, video tape, DVD, CD or any Internet service or program in which such likeness may be used or otherwise, or any published articles, catalogs, or websites in which such likeness may be printed, used or incorporated, and in the advertising, exploiting and publicizing Camp ROYAL, camp products, licensed products, and all affiliated relationships.

6. **Insurance.** Undersigned represents, warrants, and certify that Minor is covered by medical insurance. Undersigned acknowledges and agrees that it is Undersigned's responsibility to have any insurance including, without limitation, medical, accidental disability and death coverage and liability insurances, that Undersigned may wish to have or it is advisable to have in relation to Minor being present at the Camp ROYAL Facilities and in connection with the Activity. Undersigned acknowledges that (i) the Released Parties and any other person at the Camp ROYAL Facilities does not, and will not have, insurance that covers Minor in connection with Minor's attendance at the Camp ROYAL Facilities and Minor's engagement in the Activity, and (ii) Undersigned are not relying on the existence of the same in the decision to be present at the Camp ROYAL Facilities and engage in the Activity at any time hereafter. Any insurance the Released Parties may have, shall in no way diminish Undersigned's obligation to obtain insurance coverage applicable to Minor, while Minor is present at the Camp ROYAL Facilities. The foregoing does not diminish the requirement of any party to have any insurance required by law. Undersigned understands and agree that Undersigned shall be solely responsible for any medical costs and expenses (including insurance costs) incurred directly and/or indirectly by Minor as a result of Minor's attendance at the Camp ROYAL Facilities for any reason.

7. **Medical Care.** In connection with any injury Minor may sustain or illness or other medical conditions Minor may experience during Minor's presence at the Camp ROYAL Facilities and/or while engaging in the Activity, Undersigned authorizes any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending personnel and/or the Camp ROYAL employees and agents. Undersigned further authorizes the attending personnel and/or the Camp ROYAL employees or agents to execute on the Undersigned's behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on Undersigned's behalf if Undersigned is not able or immediately available to do so and the same is urgent in their sole discretion. Undersigned acknowledges and agrees that emergency assistance and/or treatment may be rendered by persons with training or experience which may not be adequate for certain medical situations and/or the injuries sustained by Minor and waive any claim in respect thereof in accordance with Section 3 above. Undersigned expressly acknowledges that the Camp ROYAL Facilities are some distance from medical facilities and that distance may exacerbate any injury or condition sustained by Minor. Undersigned agrees to pay all costs associated with such medical care and related transportation.

- 8. Agreement to Follow Directions/Camp & Facility Rules.** Undersigned agrees that while Minor is present at the Camp ROYAL Facilities, Minor will follow all rules and conditions governing Minor's attendance at the same and to follow the lawful direction of staff and management at the Camp ROYAL Facilities.
- 9. Hazards.** Undersigned agrees that if Minor observes any unusual hazard during Minor's presence at Camp ROYAL Facilities, Minor will immediately remove himself/herself from such presence and bring such hazard to the immediate attention of staff present at the Camp ROYAL Facilities. Undersigned agrees that if Minor undertakes any Activity on a structure at the Camp ROYAL Facilities, Undersigned shall carefully inspect that the structure on which Minor is to undertake the Activity is reasonably safe for its intended use. If Undersigned has any doubts as to such safety and/or suitability, Minor agrees not to participate in the Activity on that structure and immediately remove himself/herself from the perceived area of danger.
- 10. Minor Acknowledgment.** Adult acknowledges that he/she is not only signing this Liability Waiver on Adult's own behalf, but that Adult is also signing this Liability Waiver on behalf of Minor and that Minor is bound by all the terms of this Liability Waiver. Additionally, by signing this Liability Waiver as the parent or legal guardian of Minor, Adult understands that he/she is also waiving rights on behalf of Minor that Minor otherwise may have. Adult agrees that Minor would not be permitted to participate in the Activity or use Camp ROYAL Facilities if Adult did not sign this Liability Waiver on Minor's behalf. By signing this Liability Waiver without a parent or legal guardian's signature, Minor, under penalty of perjury, represents that he/she is at least 18 years of age. Adult represents that he/she is a legal parent or guardian of Minor.
- 11. Disputes.** With respect to any Activity by Minor at Camp ROYAL, this Liability Waiver shall be governed and construed according to the laws of the State of West Virginia. The Undersigned agrees that, subject to the arbitration provisions following, any action related to this Agreement shall be subject to the sole jurisdiction of the Southern District Court in the State of West Virginia. The sole remedy for any actions arising under this Liability Waiver shall be binding arbitration in Fayette County, West Virginia before one arbitrator who shall be a lawyer familiar with matters related to the subject matter of this Liability Waiver. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures as modified herein. Each party may depose the experts retained by the other party and conduct such other discovery deemed appropriate by the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the reasonable attorneys' fees of the prevailing party and the fees of the arbitrator. THE PARTIES UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE THAT IS COVERED BY THIS ARBITRATION PROVISION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR AS PROVIDED FOR IN THIS LIABILITY WAIVER. With respect to any Activity by Minor at Camp ROYAL, this Liability Waiver shall be governed and construed according to the laws of the State of West Virginia, State and Federal, applicable to contracts executed therein, to the exclusive (subject to the arbitration provisions following) jurisdiction of courts located in the County of Fayette. The sole remedy for any actions arising under this Liability Waiver shall be binding arbitration in Fayette County, West Virginia before one arbitrator who shall be a lawyer familiar with matters related to the subject matter of this Liability Waiver. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures as modified herein. Each party may depose the experts retained by the other party and conduct such other discovery deemed appropriate by the arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies from a court of appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the reasonable attorneys' fees of the prevailing party and the fees of the arbitrator. THE PARTIES UNDERSTAND THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE. AFTER SIGNING THIS DOCUMENT, THE PARTIES UNDERSTAND THAT THEY WILL NOT BE ABLE TO BRING A LAWSUIT CONCERNING ANY DISPUTE THAT MAY ARISE THAT IS COVERED BY THIS ARBITRATION PROVISION, UNLESS IT INVOLVES A QUESTION OF CONSTITUTIONAL OR CIVIL RIGHTS. INSTEAD, THE PARTIES AGREE TO SUBMIT ANY SUCH DISPUTE TO AN IMPARTIAL ARBITRATOR AS PROVIDED FOR IN THIS LIABILITY WAIVER.
- 12. Binding Effect.** This Liability Waiver shall be effective and binding upon Undersigned's heirs, next of kin, executors, administrators, successors, and assigns.

13. Miscellaneous. Undersigned further acknowledges and understands: (a) this Liability Waiver was made and executed in the State of West Virginia and shall be governed by, enforced in and construed in accordance with the laws of the State of West Virginia; (b) Undersigned in executing this Liability Waiver, is not relying on any inducements, promises, or representations made by the Released Parties; (c) Minor will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (d) this Liability Waiver constitutes the entire agreement between the parties and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter of this Liability Waiver; (e) this Liability Waiver is a contract and is binding to the fullest extent permitted by law; (f) if any part of this Liability Waiver is deemed to be unenforceable, the remaining terms are an enforceable contract between the parties; and (g) Adult is acting on behalf of the Minor's other parent or legal guardian in signing this Liability Waiver and has the authority to bind such other parent or legal guardian to the terms and conditions of this Liability Waiver on his or her behalf.

PARENT OR GUARDIAN SIGNATURE IF SIGNER IS UNDER 18 YEARS OF AGE

As the parent or guardian of Minor whose name appears above I hereby confirm that I have read this Liability Waiver and accept each and every provision of this Liability Waiver on behalf of myself (as if a direct signatory to this Liability Waiver) as well as on behalf of Minor, intending that this Liability Waiver be irrevocably binding upon me, upon Minor, and upon each of my and Minor's respective heirs, executors, administrators and assigns. I represent and warrant that I am at least eighteen (18) years of age, that I am the parent or legal guardian of the above Minor, and that I have legal authority to enter into this Liability Waiver and to bind the Minor.

PARENT/LEGAL GUARDIAN SIGNATURE

Print Name Here

Date

PARTICIPANT'S SIGNATURE

Print Name Here

Date

BOTH SIGNATURES REQUIRED IF UNDER 18!