RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Tonto Creek Camp ("TCC"), is an Arizona nonprofit corporation and Chauncey Ranch, LLC ("Chauncey") is an Arizona limited liability company. In consideration for using Chauncey's or TCC's lodges, facilities, property and equipment, and for other good and valuable consideration, the Undersigned hereby agrees to release, indemnify and discharge TCC and Chauncey (including their owners, directors, officers, employees, agents, volunteers, participants, insurers, and all other persons or entities acting for TCC or Chauncey), from liability for injury, illness or damages of any kind caused by, arising from or related to the negligence or actions of Chauncey or TCC (including its owners, directors officers, employees, agents, volunteers, participants, insurers and all other persons acting for them), the use of or defects in Chauncey's or TCC's lodges, facilities, property or equipment. The Undersigned further agrees as follows:

1. During the term of this Agreement the Undersigned shall be allowed to use Chauncey's or TCC's, lodges, facilities, property, and equipment while participating in or attending recreational and educational programs and activities.
2. The Undersigned acknowledges that these programs and activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include, but are not limited to, bruises, bone fractures, muscle tears, muscle sprains, muscle strains, concussions, wounds and cuts, bleeding (external and internal), damage to internal organs, illness caused by viruses (such as, but not limited to, COVID-19), bacteria or poisons, animal and insect bites, allergic reactions and other risks that might result in injury, serious medical conditions, and damaged clothing or other property. The Undersigned understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
3. The Undersigned expressly accepts and assumes all of the risks inherent in such activity or that might have been caused by the negligence or actions of the Chauncey or TCC or defects in their lodges, facilities, property and equipment. The Undersigned's participation in or attendance at such activity or program is purely voluntary and the Undersigned elects to participate or attend despite the risks. In addition, if at any time the Undersigned believes an event or activity is unsafe or that the Undersigned is unable to participate due to physical, mental or medical conditions, then the Undersigned will immediately discontinue participation and attendance in the activity or program.
4. The Undersigned hereby voluntarily releases, discharges and agrees to indemnify and hold Chauncey and TCC harmless from any and all claims, demands, or causes of action which are in any way connected with the Undersigned's participation in or attendance at these programs or activities, or use of Chauncey's or TCC's lodges, property, equipment or facilities. This release does not apply to claims arising from intentional misconduct of Chauncey or TCC. Should Chauncey or TCC or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this Agreement, the Undersigned agrees to indemnify and hold Chauncey orTCC harmless for all such fees and costs.
5. The Undersigned represents that the Undersigned has adequate insurance to cover any injury, Illness or damage that the Undersigned may suffer or cause while participating in this activity, or else the Undersigned agrees to personally bear the costs of such injury or damage. The Undersigned further represents that the Undersigned has no medical, mental or physical condition which could interfere with the Undersigned's safety in participating in such activities, or else the Undersigned is willing to assume – and personally bear the costs of- all risks that may be created, directly or indirectly, by any such condition or participation.
6. In the event that the Undersigned files a lawsuit, the Undersigned agrees to do so solely in the State of Arizona where TCC's offices and facilities are located and activities take place, and the Undersigned further agrees that the substantive law of the State of Arizona shall apply.
7. The Undersigned agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

The Undersigned has had sufficient time to read this entire document and, should the Undersigned choose to do so, consult with legal counsel prior to signing. Also, the Undersigned understands that these activities or programs might not be made available to or that the cost to engage in these activities or programs would be significantly greater if the Undersigned were to choose not to sign this Release, Indemnification and Hold Harmless Agreement and the Undersigned agrees that the opportunity to participate or attend at the stated

cost in return for the execution of this release is a reasonable bargain. **The Undersigned has read and understands this document and agrees to be bound by its terms.**

Signature:_____Print Name:_____
Participant / Undersigned Participant/Undersigned
Address:_____City:_____State:_____Zip:_____

Telephone(____)_____ Email:_____ Date:_____

PARENT OR GUARDIAN ADDITIONAL AGREEMENTT
(Must be completed for participants under the age of 18)

In consideration of _____(PRINT minor's name) being permitted to participate in this activity, I further agree to release, indemnify and hold harmless TCC from any claims which are brought by or on behalf of minor for physical or mental injuries, or damage to property or are in any way connected with such participation by minor.

Parent or Guardian_____Print Name_____Date_____