

## **WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT**

The undersigned (collectively, "Camper") recognize(s) that there are inherent risks involved in camping and camping activities and programs. Camper understands that he/she/they have a duty to exercise reasonable care for Camper's own safety and the safety of those for whom Camper is responsible.

In consideration for being permitted, through Tents for Troops, to utilize a recreational vehicle (the "RV") manufactured by a subsidiary of Thor Industries, Inc. (Thor Industries, collectively with each of its wholly owned subsidiaries and affiliates is referred to as "Thor"), as well as the facilities, services, and programs of the campground at which the RV is located (the "Campground", and collectively with Thor and Tents for Troops, the "Released Parties"), the undersigned agrees as follows:

1. **Release from Liability.** Camper RELEASES, WAIVES, DISCHARGES, and COVENANTS NOT TO SUE the Released Parties or their directors, officers, agents, employees, and insurance carriers from any loss, damage, claim, or demand, whatsoever, including any such claims relating to injury or loss to the person or property of Camper or resulting in the death of Camper, whether caused by the negligence of any Released Party or otherwise while the Camper is in or upon the Campground and/or participating in any Campground activity.
2. **Indemnification.** Camper agrees to INDEMNIFY AND HOLD HARMLESS the Released Parties and their directors, officers, agents, employees, and insurance carriers from any loss, liability, damage, or cost they may incur due to the presence of Camper in or upon the Campground or in or around the RV, including, but not limited to, any and all damages, loss, theft or destruction of any personal property or vehicle or any damages attributable in any way to any defect in design or manufacturer of the RV.
3. **Damages or Losses.** Neither Released Parties nor their directors, officers, employees, agents, or insurers, shall be responsible to Camper for any loss, damage, or claim related to any actual or alleged defect in the RV. Camper assumes are liability or responsibility for any acts of any third person, including other Campers, campers or guests of the Campground. Camper ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE.
4. **Notification.** Camper shall promptly notify Campground of any and all accidents involving the RV or any damage caused to the RV. Camper shall provide full details concerning the damage or accident. Camper shall forward to Tent for Troops and Campground a copy of every Demand, Notice, Summons, or other Process received in connection with any and all claims, suits, or other legal proceedings resulting from any accident or damage involving the RV.
5. **Entire Agreement.** There are no oral agreements and this Agreement constitutes the entire agreement between the parties and shall be binding on their heirs, executors, administrators, and their legal representatives successors and assigns.
6. **Minors.** Each Camper executing this Agreement intends to be legally bound by this Agreement as well as to bind each and every minor attending with such Camper.

Main Participant

\_\_\_\_\_  
Tent for Troops Main Participant Printed Name

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Main Participant Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone number

Other Campers

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date

A copy of this Agreement can be found on the Tents for Troops Website at:

<http://www.tentsfortroops.org/>