

**WAIVER OF LIABILITY, COVENANT NOT TO SUE, INDEMNITY, HOLD HARMLESS  
AND GUARANTY TO DEFEND**

This Agreement is entered into the date last referenced herein by signature of the parties hereto:

Recitals:

WHEREAS, the Arizona Elks Major Projects, Inc., is a non-profit Arizona corporation, which owns and operates a youth camp located on Workman Creek in Gila County, Arizona; and

WHEREAS, the subject youth camp is made available for use by youth groups from throughout the State of Arizona, subject to compliance with the rules imposed by the youth camp, and further subject to the supervision of individual youth by the specific youth group which schedules and reserves use of the subject camp at any given time; and

WHEREAS, Arizona Elks Major Projects, Inc. desires to make the use of the youth camp available to others when such use does not conflict or interfere with use of the camp by youth groups.

FOR AND IN CONSIDERATION of the use of the Arizona Elks Major Projects, Inc.'s

Youth Camp by: \_\_\_\_\_  
(Name of Individual) (Address)

The above named individual covenants and agrees as follows:

1. DURING HIS/HER USE AND OCCUPANCY OF THE ARIZONA ELKS MAJOR PROJECTS INC.'S YOUTH CAMP, ALL RULES AND REGULATIONS OF THE YOUTH CAMP, CONCURRENTLY PROVIDED HEREWITH, WILL BE COMPLIED WITH.
2. THE ABOVE NAMED INDIVIDUAL, ANY AND ALL CLAIMS FOR DAMAGE, PERSONAL INJURY, LOSS, OR DISABILITY OF ANY NATURE OR EXTENT WHATSOEVER AGAINST ARIZONA ELKS MAJOR PROJECTS INC., ITS OFFICERS, AGENTS OR EMPLOYEES, ARISING OUT OF THE ABOVE NAMED INDIVIDUAL'S USE OR OCCUPANCY OF THE YOUTH CAMP. THE UNDERSIGNED ASSUMES FOR THEMSELVES ALL RISK FOR ANY DANGEROUS CONDITIONS IN AND ABOUT THE PROPERTY AND WAIVE ANY AND ALL SPECIFIC NOTICE OF THE EXISTENCE OF SUCH CONDITIONS.
3. THE UNDERSIGNED, AS INDEMNITOR, HEREBY INDEMNIFIES, HOLDS HARMLESS AND GUARANTEES TO DEFEND ARIZONA ELKS MAJOR PROJECTS INC., ITS OFFICERS, AGENTS AND EMPLOYEES AS INDEMNITEE, FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE SAID INDEMNITEE MAY SUFFER AS A RESULT OF CLAIMS, DEMANDS, COSTS OR JUDGMENTS AGAINST INDEMNITEE ARISING OUT OF THE ABOVE NAMED INDIVIDUAL'S CONDUCT, ACTIONS OR FAILURE TO ACT WHILE TRAVELING TO OR FROM THE SUBJECT YOUTH CAMP OR DURING USE OR OCCUPANCY OF SAME, REGARDLESS OF WHETHER THE LIABILITY, LOSS OR DAMAGE IS CAUSED BY OR ARISES OUT OF THE NEGLIGENCE OF INDEMNITEE OR OF ITS OFFICERS, AGENTS, EMPLOYEES OR OTHERWISE.

- 4. THE UNDERSIGNED HEREBY COVENANTS TO ARIZONA ELKS MAJOR PROJECTS, INC. THAT HE/SHE WILL NEVER INSTITUTE ANY ACTION AT LAW OR IN EQUITY AGAINST ARIZONA ELKS MAJOR PROJECTS, INC., ITS OFFICERS, AGENTS, OR EMPLOYEES WHICH IS IN ANY WAY RELATED TO THE HIS/HER TRAVEL TO OR FROM OR USE AND OCCUPANCY OF ARIZONA ELKS MAJOR PROJECTS, INC.'S YOUTH CAMP. HE/SHE FURTHER COVENANTS THAT THEY WILL NOT ASSERT AGAINST ARIZONA ELKS MAJOR PROJECTS, INC. ANY CLAIM OR DEMAND THAT THEY NOW HAVE OR MAY HAVE IN THE FUTURE BASED ON THEIR USE OF THE YOUTH CAMP, THE SUBJECT OF THIS COVENANT. THIS COVENANT MAY BE PLEADED BY ARIZONA ELKS MAJOR PROJECTS, INC. AS A COMPLETE DEFENSE TO ANY ACTION OR PROCEEDING THAT MAY BE BROUGHT OR INSTITUTED BY US OR BY OUR HEIRS OR LEGAL REPRESENTATIVES IN BREACH OF THIS COVENANT. THIS COVENANT SHALL BIND US AND OUR HEIRS AND LEGAL REPRESENTATIVES.

The foregoing waiver of liability, covenant not to sue, and indemnity, hold harmless and guaranty to defend is hereby voluntarily agreed to and signed by me with full knowledge of its legal impact and meaning.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Dated \_\_\_\_\_

ARIZONA ELKS MAJOR PROJECTS, INC.

By \_\_\_\_\_  
It's Authorized Agent

Dated \_\_\_\_\_