

ZIP LINE PARTICIPANT RELEASE OF LIABILITY FOR 2021 AND LATER

PLEASE READ BEFORE SIGNING

I (please print name) _____ wish to participate in recreational activities to be made available to participants at Camp Garner Creek including activities that may be hazardous or otherwise involve a risk of physical injury or death to the participants (the "Activities"), regardless of whether such Activities are officially organized versus being organized by a group of other participants.

I expressly assume any and all risks of injury or death arising from or relating to the Activities and waive and release any and all actions, claims, suits or demands of any kind or nature whatsoever against Camp Garner Creek, its corporate affiliates, contractors, vendors, officer, agents, sponsors, volunteers or representatives of any kind (collectively "Releases") arising from or relating in any way to my voluntary participation in these activities. I understand that this Waiver, Release and Indemnification agreement means, among other things, that if I am injured or die as a result of my participation in these activities regardless of whether they are caused by chance, accident, or negligence of the Releases, I and/or my family or heirs cannot under any circumstances sue Releases or any of them for damages relating to or caused by my injuries or death. I agree to indemnify Releases or any of them and their subrogates, if any, in the event of any loss, damage or claim arising from or relating in any way to my participation in any of the Activities.

1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, and assume full responsibility for my participation; and
2. The risk from the activities involved in this program is significant, including the risk of permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, I realize that the risk of serious injury does exist; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
4. I, myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, THE MIDSOUTH DISTRICT CHURCH OF THE NAZARENE, CAMP GARNER CREEK, their officers, officials, agents, and/or employees, other participants, sponsoring agencies and sponsors used to conduct the event, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, to the fullest extent permitted by law,

I have read this Waiver, Release and Indemnification Agreement, have asked and received answers to any questions I had concerning its meaning and execute it freely, without duress, and in full complete understanding of its legal effect, and of the fact that it may affect my legal rights.

PARTICIPANT SIGNATURE _____ AGE _____ DATE _____

NAME PRINTED _____ HOME PHONE (_____) _____

ADDRESS _____ CITY/STATE/ZIP _____

EMAIL ADDRESS _____

FOR PARENT/GUARDIAN OF MINOR PARTICIPANTS:

This is to certify that, I, as parent/guardian with legal responsibility for this participant, have read and understand this agreement, and I consent and agree to his/her release as provided above, and on their behalf as well as for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent of the law.

Parent/Guardian Signature

Relationship

Date