

ACCIDENT WAIVER AND RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT FOR ZIPLINE AT NEW RIVER MINISTRY CENTER CAMPGROUNDS

NOTICE: This is a legally binding agreement. By signing this agreement, you give up your right to bring a court action to recover compensation, damages, or obtain any other remedy for an injury to which you or your property or for your death, however caused, arising out of your, or your children's, participation in **Zipline Activities** now or any time in the future. Carefully read, complete, and sign before participating in any activity organized by WEST VIRGINIA CHURCH OF GOD, WEST VIRGINIA CHURCH OF GOD YOUTH CAMP, NEW RIVER MINISTRY CENTER AND CAMP GROUND

Name _____ DOB _____ Sex M or F
Address _____ City _____
State _____ Zip _____ Email _____ Ph # _____
Emergency Contact Name: _____ Ph# _____

I ACKNOWLEDGE AND AGREE for myself and as parent/guardian of my children, heirs, representatives, executors, administrators, attorneys, and assigns, that the participation in any activity organized by WEST VIRGINIA CHURCH OF GOD requires that I first READ AND SIGN this waiver, release of liability agreement to hold harmless. I AGREE to participate in the activity(ies) in a responsible manner fully realizing the inherent risks associated with the below activity(ies). I ACKNOWLEDGE AND AGREE that zipline rides (collectively, the "Activities") are inherently dangerous and fully realize the dangers of participating in such Activities and I FULLY ASSUME all risks associated with such participation including, by way of example, and not limited to, the following: the dangers of collisions, abrupt breaking, the dangers arising from surface hazards, equipment failure, inadequate equipment, the released parties' own negligence, recklessness, strict liability, breach of contract, intentional acts, or any other act or omission which causes the undersigned illness, injury, death, and or damages of any nature in any way connected with my participation, activities associated with WEST VIRGINIA CHURCH OF GOD, WEST VIRGINIA CHURCH OF GOD YOUTH CAMP, NEW RIVER MINISTRY CENTER AND CAMP GROUND, weather conditions, encounters with animals of any kind, possibility of serious physical and/or mental trauma or injury associated with the activities. For myself, my heirs, representatives executors, administrators, administrators, attorneys, assignees, and successors. I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, PROMISE NOT TO SUE AND AGREE TO INDEMNIFY WEST VIRGINIA CHURCH OF GOD, WEST VIRGINIA CHURCH OF GOD YOUTH CAMP, NEW RIVER MINISTRY CENTER AND CAMP GROUND, and their members, directors, officers, managers, agents, employees, attorneys, and independent contractors (collectively, the "Releasees") from any cause of action, claims, damages, (including medical expenses and other costs or fees including attorneys fees) or demands of any nature whatsoever, including, but not limited to, a claim of negligence, which I, my heirs, children, representatives, executors, administrators, attorneys, and assigns may now have, or have in the future against the Releasees, on account of personal injury, property damage, death, or accident of any kind, arising out of or any way related to my (or our) use or participation in the Activity(ies), or travel to and/or from the Activity, whether that participation is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of the Releasees. I AGREE it is my sole responsibility to be familiar with the trails, rules and any special regulations. I understand and agree that situations may arise during the Activity which may be beyond the immediate control of the organizers, and I must continually act so as to neither endanger myself nor others. I accept responsibility of the condition and adequacy of my equipment. I will wear a helmet when required that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which to my knowledge, would endanger myself or others if I participate in this Activity, or would interfere with my ability to participate in this Activity. I also acknowledge and agree that I am required to wear appropriate and protective clothing while performing the Zipline Activity. I AGREE, for myself and my successors, that the above representations are CONTRACTUALLY BINDING,

and are not mere recitals, and that should I or my Successors assert my claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending against such claims. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein or as consent to any other provision herein as consent to any subsequent waiver of modification.

I voluntarily choose to zipline and, I am at least 5 years of age and weigh less than 250 lbs Y / N

I understand and accept the rules, regulations, requirements, and dangers of this activity Y / N

I am in good physical condition and have no medical or physical limitations such as allergies, fear of heights, pregnancy, heart conditions, recent surgeries, etc. and am not under the influence of any controlled substances such as alcohol, marijuana, prescription medication, etc. that would endanger me or others. Y / N

I agree to follow all instructions provided by WEST VIRGINIA CHURCH OF GOD representatives. Y / N

CONSENT AND RELEASE OF PARENT OR GUARDIAN (FOR PARTICIPANTS UNDER 18 YEARS OF AGE)

I am the parent or guardian of _____(child). I hereby certify that I and/or my child or children are in good health that I and/or my child or children have no physical limitations which would preclude safe participation in the Activities, and I consent to my and my child's or children's participation. I HAVE READ AND UNDERSTAND the release agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement voluntarily after having read the agreement. I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM EVERY CLAIM AND ANY LIABILITY that I or my child may allege against the Releasees (including reasonable attorney's fees medical expenses) as a direct or indirect result of injury to me or my child because of my child's participation in the Activity, whether caused by the negligence of the released parties or others. I AGREE NOT TO INITIATE LITIGATION AGAINST WEST VIRGINIA CHURCH OF GOD, WEST VIRGINIA CHURCH OF GOD YOUTH CAMP, NEW RIVER MINISTRY CENTER AND CAMP GROUND or any Releasees on my behalf or my child regarding any claim arising from my child's participation in the Zipline Activity.

Participant's Printed Name _____

Signature of Participant _____
(if over the age of eighteen)

Date Participant's Signature _____

Signature of Parent or Guardian of Participant _____
(if under the age of eighteen)

Date Parent or Guardian's Signature _____