



ADVENTURE WAIVER

Rockfish Camp & Retreat Center

PARTICIPANT ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and RELEASE AND INDEMNITY AGREEMENT

In consideration of the services of Camp Rockfish, and its chartering organization, NC United Methodist Camp & Retreat Ministries, Inc., and each of their respective agents, employees, officers, directors, trustees, affiliates, representatives, independent contractors, volunteers (including consulting physicians), and any and all other persons or entities acting under their direction and control associated with them (collectively referred to as "ROCKFISH"), participant (and parent or guardian of a participant) acknowledges and agrees as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I understand that participant and parents share the responsibility for participant's safety, for managing the risks, and for determining the participant's suitability for the program in which he/she will participate. I have accurately completed any required ROCKFISH application and medical forms and have reviewed all ROCKFISH program information provided to me. I agree to have my child obey all ROCKFISH rules, regulations, and policies. My child has no mental or physical problems or limitations that might affect my child's ability to participate that have not been disclosed to ROCKFISH in writing. I have had the opportunity to ask questions about the program activities and the risks of the program in which my child will participate.

I understand and acknowledge that the program(s) in which my child will participate has risks and it is impossible to anticipate every activity in which my child will engage. The activities will depend on the program but may be physically strenuous. These activities may be instructional, educational, or adventurous and may include but are not limited to: hiking, camping, including cooking over stoves, open fires or by other means; ropes and/or challenge courses (traversing ropes suspended off the ground, potentially at great heights, zip lines and other such activities); physical problem-solving activities; rock, wall or tower climbing; repelling; water activities including rafting, canoeing, kayaking, or swimming; vehicle travel, and rescue scenarios (real or simulated). I understand that my child may engage in other activities not listed above. Activities may take place in North Carolina or the United States. Participants may also be in urban or other areas with exposure to individuals who are not under ROCKFISH's supervision or control. The planned program may be modified for any number of reasons, including convenience, weather, emergencies or unexpected conditions.

It is impossible to know or list every risk associated with every activity. Some, but not all, of the risks my child may encounter include: unpredictable or harsh weather; lightning; exposure to extreme temperatures (high heat or cold); drowning; wild animals and marine life; animals and marine life; improper or malfunctioning equipment; slipping, falling or being struck by objects or persons; risks caused or complicated by any mental, physical, or emotional conditions any participant may have; physical contact with other participants or other individuals; and other natural or man-made hazards. Another risk is the potential misjudgment by ROCKFISH instructors, volunteers, other staff members, co-participants or contractors related to my child's participation, including but not limited to decisions regarding my child's physical condition and capabilities, weather, water, terrain, route or medical treatment. All of these risks are inherent to the activities in my ROCKFISH program, which means that they cannot be changed or eliminated without altering the essential elements of the activity.

I acknowledge that participating in an ROCKFISH program involves inherent risks and other risks, hazards, and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility or where communication, transportation, or evacuation is subject to delay. I understand that ROCKFISH cannot assure my child's safety and does not seek to eliminate all of these risks. I agree to assume all of the risks of the activities of my child's ROCKFISH program, whether inherent or not and whether described above or not.

Parent/Guardian Initials: _____ **Participant Initials:** _____

I release ROCKFISH from, and agree not to pursue a claim or sue ROCKFISH for, any liability, claim, suit, or expense in any way associated with my child's enrollment or participation or the use of any equipment or facilities in the ROCKFISH program. Neither I nor anyone acting on my child's behalf will make a claim against ROCKFISH as a result of any loss, injury, illness, damage, or death suffered by my child. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of ROCKFISH to the fullest extent allowed by law and includes claims for breach of contract or any other type of suit. I do not waive any claims for gross negligence or willful or wanton conduct.

I further agree to defend and indemnify ROCKFISH (to pay or reimburse ROCKFISH for money it is required to pay, including attorney's fees and costs) with respect to any and all claims brought by or on behalf of me, my child, a family member, a co-participant, or any other person for any claims related to my child's participation in the program or my child's use of equipment or facilities, including claims that ROCKFISH instructors, staff, or volunteers were negligent. However, I do not agree to indemnify ROCKFISH for claims of gross negligence or willful or wanton conduct.

ADDITIONAL PROVISIONS

I agree that the substantive law of North Carolina governs this document and any dispute or suit I have (or my child has) with ROCKFISH (regardless of the "conflict of law" rules). Any mediation, suit, or other proceeding must be filed or entered into only in North Carolina. I agree to pay all attorney's fees and costs incurred by ROCKFISH in defending a claim or suit if the claim or suit is withdrawn or to the extent a court determines that ROCKFISH is not liable for the injury or loss.

The assumption of risk, release, indemnity agreement, and all other provisions in this document are intended to be interpreted and enforced to the fullest extent allowed by law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions, which shall continue in full force and effect. ROCKFISH has permission to use my child's photo or image for sale or reproduction in any manner it desires, including advertising or display. ROCKFISH reserves the right to remove any participant from the program when staff or an instructor believes, in his/her sole discretion, the participant presents a safety concern or medical risk, is disruptive, or acts in any manner detrimental to the program. If my child is dismissed or departs for any reason, I will be responsible for all costs of early departure whether for medical reasons, dismissal, personal emergencies, or otherwise.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES, AND ESTATE.

If participant is under the age of at the time this document is signed, a parent or legal guardian must sign the release in addition to the participant's signing.

Participant's Printed Name: _____		
Participant's Signature: _____		
Date: _____	Phone: _____	Date of Birth: _____
Address: _____ City: _____ State: _____ Zip: _____		
TO READ AND SIGN BY PARENT/GUARDIAN OF MINOR		
I hereby represent that I am the parent or guardian of the minor whose name appears above. I have read and consent/agree to the terms and conditions herein, on behalf of said minor and myself.		
<u>X</u> Guardian Signature	_____	_____
	Print Name	Date