



Registration – Complete one form for EACH teen participant

 **PLEASE PRINT:**

NAME: _____ NICKNAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____ HOME PHONE: _____

EMAIL: _____ CELL PHONE: _____

GENDER: _____ AGE: _____ DATE OF BIRTH: _____

T-SHIRT SIZE (ADULT SIZES): _____

DO YOU HAVE A BLEEDING DISORDER? YES NO IF YES, DO YOU SELF-INFUSE? YES NO

PRIMARY DOCTOR: _____ PHONE: _____

HTC/HEMATOLOGIST: _____ PHONE: _____

PARENT/GUARDIAN NAME: _____

PHONE(S) — HOME: _____ WORK: _____ CELL: _____

ADDRESS (IF DIFFERENT FROM ABOVE): _____

CITY, STATE, ZIP: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT PHONE — HOME: _____ CELL: _____

ALLERGIES AND OTHER PERTINENT HEALTH HISTORY: _____

INSURANCE INFORMATION:

INSURANCE COMPANY NAME/MEDICAID/MEDICARE: _____

POLICY #: _____ GROUP #: _____ PHONE: _____

NAME OF FRIEND ATTENDING WITH YOU: _____

(Your friend will also need to complete a registration and permission form.)



Complete one form for EACH teen participant

Parent/Guardian Permission and Release Statement:

I hereby give permission for my child, _____, to participate in the Bleeding Disorders Foundation of North Carolina (BDFNC) and Bleeding Disorders Association of South Carolina (BDASC) Summer 2022 Teen Retreat activities. In consideration of the benefits derived, I expressly waive all claims against BDFNC, BDASC, the National Hemophilia Foundation, and the officers, trustees, employees, physicians, agents, volunteers and/or representatives of the aforementioned and others associated with the retreat, on account of any accident, injury and/or illness that may occur to my child during the retreat, and hereby indemnify, hold harmless and release them from any and all liability which might arise from the above named person's participation in this retreat.

I grant permission for my child to receive treatments for hemophilia, von Willebrand disease, or any other medical problems while at the weekend. In the event of a medical emergency, I grant permission for my child to be transferred to and treated at a medical facility. I will be responsible for all costs incurred for emergency or inpatient care.

I understand that my child will be participating in physical activity during the retreat and it is recommended that I consult with their physician or other medical staff regarding any limitations or restrictions. I further understand that it is my responsibility to communicate any such limitations or restrictions to BDFNC or BDASC.

I grant permission to take pictures of my child and use in publicity materials/newsletters.

Parent/Guardian Signature: _____ Date: _____

Teen Participant Behavior Expectation Contract:

By attending the BDFNC/BDASC Retreat, I, _____ agree to:

- Show respect to other Retreat participants, facilitators and guests, and most importantly, to myself. This includes following the instructions of the facilitators, participating in activities presented, and refraining from put-downs or other hurtful behavior directed towards others.
- Abstain from using or bringing illegal drugs, alcohol or weapons (including pocket knives) to this event.
- Refrain from inappropriate language and gestures.
- Follow all rules and guidelines.

If I fail to follow these guidelines, I understand that I will be asked to leave the Retreat and that I may not be invited to future programs sponsored by either BDFNC or BDASC.

Participant Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____



Teen Retreat
August 11-14, 2022
Rock Hill, SC



*The registration deadline is Monday, July 11, 2022.
Spaces are limited; first come, first served.*

For each applicant, be sure to include a completed and signed the Camp Canaan activity release form, the Leading Edge (GutMonkey) participant agreement from, and the sponsor's (Pfizer) photo/audio/video release form.

Additional registration, permission and waiver forms are available online at:

bleedingdisordersnc.org
and
www.bda-sc.org

Please return completed forms by mail or fax to:

☞ North Carolina Residents

Mail: **Charlene Cowell**
Bleeding Disorders Foundation
of North Carolina
260 Town Hall Drive, Suite A
Morrisville, NC 27560
Fax: **(919) 319-0016**
Phone: **(919) 319-0014**
Email: **info@bleedingdisordersnc.org**

☞ South Carolina Residents

Mail: **Sue Martin**
Bleeding Disorders Association
of South Carolina
25 Woods Lake Road, Suite 300
Greenville, SC 29607
Fax: **(864) 236-8663**
Phone: **(864) 350-9941**
Email: **sue.martin@bda-sc.org**

If you have reserved a space, but later learn that you will be unable to attend, please let us know. It's important that we provide an accurate advance count to our food vendors, who must charge us on a per-person basis. It will also help us better accommodate last-minute applicants for whom we might otherwise not have enough space reserved.

Thank you!

As non-profit advocates for the bleeding disorders community, the Bleeding Disorders Foundation of North Carolina and the Bleeding Disorders Association of South Carolina (BDFNC/BDASC) have no affiliation with the pharmaceutical, home care, or specialty pharmacy industries or any other for-profit corporation. Corporate logos and/or links to corporate websites may appear on HNC/HSC posters, flyers and websites to recognize sponsorship of specific events or projects. BDFNC and BDASC never endorse treatment products, manufacturers, home care services or individual medical providers.

Please know that your personal information will be treated as completely confidential. Neither the Bleeding Disorders Foundation of North Carolina nor the Bleeding Disorders Association of South Carolina will ever share, give or sell your name, address or health-related information to any other organization, company or individual without your express permission.

Medication List – BDFNC/BDASC Teen Retreat

Teen Name: _____ DOB: _____

Parent/Guardian Instructions

List all medications on the form(s) below, including non-prescription drugs such as Tylenol, that your child is bringing to the Retreat. Use additional forms if needed. Be sure to put your child's name and date of birth (DOB) at the top of each page.

For injectable medications, such as factor replacement products, please send an appropriate number of needles, syringes, and any other special ancillary supplies your child may need. The Retreat facility will be equipped with a suitable area for administration, along with basic bandaging, alcohol wipes, gauze pads, Band Aids, and sharps disposal containers.

All medications must be brought in their original containers, or as dispensed by the pharmacy with pharmacy label attached. With your permission, your child may be allowed to keep certain medications in their possession (see below). All other medications, including those that require refrigeration, will be kept in a secure facility.

An experienced registered nurse will be present during the entire time of the Retreat, and will be available at all hours to dispense medications and assist with their administration.

In the **Dosing and Administration** section for each medication, please list the instructions as printed on the pharmacy label (for prescription drugs) or product container (for non-prescription drugs). In the case of "use as directed" or "as needed" medications, please include the appropriate dose amount, frequency, administration method (such as IV or subcutaneous for injectables), and any other necessary instructions.

In the **Storage requirements and other special instructions** section, please indicate if the medication requires refrigeration or other special handling. Also indicate if the drug is intended for emergency use only.

Self medicating and self-administration: Please indicate and initial if your child is capable of self-administering the medication(s) as directed, and has your permission to do so.

Transfer of possession: All medications, administration supplies, and the completed forms (below) must be presented to Retreat staff at transportation check-in (or at arrival at the Retreat facility if providing own transportation). If your child has your permission to keep this medication in their possession, please indicate this and initial the form. Your signature below acknowledges that the Retreat staff have final say over whether your child may keep the medication in their possession; and if so, that you and your child assume responsibility for its safekeeping and proper use. *Under no circumstances may your child share any medication with other Retreat participants.*

Parent/Guardian Consent

I give permission for my child to receive the medication(s) described below, as directed, during the BDFNC/BDASC Teen Retreat.

(signature)

(print name)

(date)

Medication List – BDFNC/BDASC Teen Retreat

Teen Name: _____ DOB: _____

Medication Name: _____

Dosing and Administration (from product or pharmacy label): _____

Purpose/Prescribed for: _____

Side effects/adverse reactions staff should watch for: _____

Storage requirements and other special instructions: _____

My child has permission to self-administer this medication. *Parent/guardian initials:* _____

My child has permission to retain possession of this medication while attending Retreat. *Parent/guardian initials:* _____

Staff use only: Emergency use only Refrigerate With participant Controlled

Medication Name: _____

Dosing and Administration (from product or pharmacy label): _____

Purpose/Prescribed for: _____

Side effects/adverse reactions staff should watch for: _____

Storage requirements and other special instructions: _____

My child has permission to self-administer this medication. *Parent/guardian initials:* _____

My child has permission to retain possession of this medication while attending Retreat. *Parent/guardian initials:* _____

Staff use only: Emergency use only Refrigerate With participant Controlled

Medication Name: _____

Dosing and Administration (from product or pharmacy label): _____

Purpose/Prescribed for: _____

Side effects/adverse reactions staff should watch for: _____

Storage requirements and other special instructions: _____

My child has permission to self-administer this medication. *Parent/guardian initials:* _____

My child has permission to retain possession of this medication while attending Retreat. *Parent/guardian initials:* _____

Staff use only: Emergency use only Refrigerate With participant Controlled



GUTMONKEY, INC.: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter “Document”) carefully before signing. All participants 12 years of age or older must sign this Document. For participants under 18 years of age (hereafter sometimes “minor” or “child”), one of the participant’s parents or legal guardians (hereafter collectively “parent”) must also sign. In consideration for participant being permitted to participate in the activities of GutMonkey, Inc., and its officers, directors, employees, agents, subcontractors, representatives, and volunteers, including its medical consultants and all other persons or entities affiliated with it (hereafter individually and collectively “GutMonkey”), I (participant and/or parent of a minor participant) acknowledge and agree as follows:

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS

Participating (whether simply attending, observing or actively participating) in GutMonkey educational, instructional, recreational and/or adventure activities include risks. These activities can take place in various locations. Activities which may be led by GutMonkey staff, subcontractors or others include, but may not be limited to: axe throwing, boating (including rafting, canoeing and sea kayaking); fishing; camping; running; hiking; experiential activities including a variety of games and group initiatives; canopy zipline tours as well as low and high challenge courses (systems which include poles, ropes, cables, ziplines, ladders, platforms, swings, climbing towers and other natural and manmade elements, over and on which participants move, with and without assistance from staff or other participants) and related equipment; a combination of training modalities that involve role-playing; socializing; games and activities; use of any equipment, facilities or premises; and transportation in vans, buses or other vehicles (collectively referred to in this Document as “Activities”). Activities may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during the participant’s free and/or independent time. **I acknowledge that the inherent and other risks, hazards, and dangers** (collectively referred to in this Document as “risks”) **of the Activities can cause injury, damage, death or other loss to the participant or others.** The parent of a minor gives permission for their child to participate in all Activities and agrees to discuss the nature of the Activities and risks with their child.

I UNDERSTAND THAT THE RISK INCLUDE, WITHOUT LIMITATION:

1. Weather, environmental, and surface and subsurface conditions that are unpredictable and dangerous, including risks associated with lightning, snow or ice accumulation, high altitude conditions, fast moving rivers or other water bodies, falling or fallen timber, rockfall, icefall, steep or slippery terrain, electrical storms, mountain storms, rain, hail, sleet, unstable or loose rock, wild or domestic animals, stinging, venomous and/or disease carrying animals, insects or microorganisms, and other natural and manmade hazards and dangers;
2. Participant’s mental, physical or emotional condition (including use or abuse of alcohol or any prescription or nonprescription drugs), disclosed or undisclosed, known or unknown, combined with participation in the Activities includes risks. Although GutMonkey will review participant’s submitted medical information, GutMonkey cannot anticipate or eliminate risks or complications posed by participant’s mental, physical (including fitness level) or emotional condition;
3. Risks associated with GutMonkey staff decision-making and judgments, which are often based on a variety of perceptions and evaluations, which by their nature are imprecise and subject to error;
4. Risks from participating in a physically exerting activity such as engaging in repetitive arm and leg movements, bending, walking, twisting, pulling, lifting, running, jumping, climbing, and swinging;



5. Risks associated with any outdoor or athletic activity including that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, or encounter other hazards; not understand the functioning of (or misuse) the equipment; fail to negotiate steep, uneven or difficult terrain; not control his or her speed or experience equipment malfunction;
6. Risks associated with interactions with, and reliance on, other participants or unknown third parties, including the careless or reckless behavior of other people, the possibility of inadvertent touching, and personal disclosure and/or interaction with co-participants;
7. The unavailability of immediate and quality medical attention or rescue possibilities in an isolated and remote (more than one hour away from medical facilities) backcountry location, including the limited ability to communicate with rescue and medical personnel, and to transport or evacuate a participant from an incident location;
8. Risks associated with high and low challenge course elements and zip-lines which may be as high as 50 feet off the ground, including the possibility of falling a large distance, slipping, rope burns, pinches, jolts, splinters or swaying, colliding with other participants, and experiencing anxieties and fears associated with heights;
9. Risks associated with participants having free and/or independent time before, during and after Activities. At all times, all participants share in the responsibility for their own well being;
10. Risks of camping, including the risk of tending to, being near or cooking over an open fire or gas or propane stove that is subject to a gas explosion, scalding or other burns. Other risks include the risk of contaminated water in natural water sources, and the risk of falling trees and/or branches, floods, harsh and unpredictable weather, wildlife disturbances, and other hazards at a camp site;
11. The risk that equipment, gear, or structures (associated with ropes courses or otherwise) may be misused, may not fit, or may break, fail, or malfunction. This includes participant's personal equipment, GutMonkey equipment or structures, or other equipment (whether purchased, borrowed, or rented). Participants choosing to bring and use their personal equipment (including any safety gear), assume full responsibility (along with the parent of a minor), for choosing appropriate equipment and for the fit and condition of this equipment. GutMonkey requires use of helmets or other safety gear for some Activities. Safety gear may prevent or lessen injuries in some instances, but it is not a guarantee of safety, and injury can occur even with the use of this gear.

These risks can result in participants: falling partway or falling to the ground or into the water; being struck by, colliding with or impacting objects, people, animals or the bottom of a water body; experiencing vehicle collision, capsize or rollover; reacting to high altitudes, weather conditions or increased exertion; becoming lost or disoriented; suffering gastrointestinal complications or allergic reactions or experiencing other problems. These and other circumstances may cause heat or cold-related illnesses or conditions (including hypothermia, hyperthermia, cold water immersion, frostbite, or heat exhaustion/stroke); dehydration; hyponatremia; drowning; high altitude sickness; heart or lung complications; broken bones; paralysis or other permanent disability; mental or emotional trauma; concussions; sunburn or other burns; illnesses (including contracting animal/insect borne or contagious diseases); infections; cuts or wounds or other injury, damage, death or loss.

I (participant and/or parent of a minor participant) acknowledge and agree:

- To honestly and accurately complete all GutMonkey registration forms (including medical forms) and obey all rules and other policies;
- To disclose to GutMonkey representatives any mental, physical or emotional conditions or limitations which may affect participant's ability to participate, and represent that participant is fully capable of participating without harming him or herself or others;
- GutMonkey representatives are available should I have further questions about the Activities or the associated risks;



- GutMonkey contracts with individuals or organizations that are independent contractors (not employees or agents of GutMonkey) to provide or conduct some of the services and Activities participants will engage in. GutMonkey does not supervise or control these contractors and is not legally liable or responsible for their conduct;
- **The information provided above is not complete, other unknown or unanticipated activities, risks, and outcomes may exist, and GutMonkey cannot assure participant's safety or eliminate any of these risks;**
- **If participant is borrowing or renting new or used equipment from GutMonkey, the equipment comes "AS-IS," and GutMonkey disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) regarding the equipment;**
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of the Activities and for any injury, damage, death or other loss suffered by participant (and parent of a minor), resulting from those risks, including the risk of participant's own negligence or other misconduct.**

Release and Indemnity Agreement

Please read carefully. This Acknowledgement and Assumption of Risks & Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent for myself and for and on behalf of my participating minor child) agree as follows:

1) **To release and agree not to sue GutMonkey**, with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Activities (hereafter collectively "claim" or "claim/s"). **I understand I agree here to waive all claim/s I or my child may have against GutMonkey, legally bind my/my child's estate and any family member, heir, or other party bringing claim/s and agree that neither I, my child, nor anyone acting on my or my child's behalf, will make a claim against GutMonkey as a result of any injury, damage, death or other loss suffered by me or my child;**

2) **To defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **GutMonkey** with respect to any and all claim/s brought by or on behalf of me, my participating child, spouse or other family member/s, my/my participating child's heirs or estate, or a co-participant or any other person, for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in the Activities. This includes any and all claim/s which may be presented by a medical care provider, insurer, or other third party as a result of medical care provided to the participant before, during, or after the Activities, including transportation and evacuation costs.

This Release and Indemnity Agreement includes claim/s of or resulting from GutMonkey's negligence (but not its gross negligence or willful or wanton misconduct), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment, or treatment), property damage, loss of consortium, breach of contract, or any other claim.

Other Provisions

I (participant and/or parent of a minor participant) acknowledge and agree:

I understand that GutMonkey reserves the right to dismiss the participant from a course if it believes, in its sole discretion, the participant presents a safety concern or medical risk, is disruptive, or otherwise conducts him or herself in a manner detrimental to the program OR the participant presents a safety, behavioral, medical or other concern. If the participant is dismissed or departs for any reason, I am solely responsible for all costs of early departure (including, but not limited to, travel expenses) whether for medical reasons, dismissal, personal emergencies, or otherwise.



I authorize GutMonkey and/or its agents, to photograph, film, record and/or otherwise capture the name, image, voice, written statement, photograph and/or visual likeness of me, my child and/or my other family members (collectively “images”), without compensation, for use in any media throughout the world in perpetuity, including for sale, reproduction or display on the internet, in publications and/or for any informational, promotional or other use. These images are the sole property of GutMonkey and I waive any inspection or approval rights;

I authorize GutMonkey staff or other medical personnel to obtain or provide medical care for me/my child, to transport me/my child to a medical facility, and/or to provide treatment they consider necessary for my/my child's health. I agree to the release (to or by GutMonkey) of any records necessary for treatment, referral, billing or insurance purposes. I agree to pay all costs associated with any medical care and/or transportation, including medical and/or airlift evacuation and associated expenses.

I agree that Oregon substantive law (without regard to its “conflict of laws” rules) exclusively governs this Document, any dispute I/my child have with GutMonkey, and all other aspects of my/my child’s relationship with GutMonkey, contractual or otherwise. I also agree that any legal proceeding must be filed only in the state or federal court located in the County of Multnomah, Oregon, which will be the sole jurisdiction and venue for any legal proceeding relating to or arising out of the Activities, this Document or otherwise. Before filing a lawsuit, I agree to first attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Oregon mediator. **This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If a court or any other appropriate authority finds any portion of this Document to be invalid, all other portions of this Document will remain in full force and effect and binding upon the parties.**

Participant and/or parent of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating child and other children, and participant’s/parent’s other family members, heirs, executors, representatives, subrogees, assigns and estate. The participant must sign below. If participant is a minor (those under 18 years of age), one of the participant’s parents or legal guardians must also sign below.

I understand that my signature is valid and legally binding whether I choose to electronically sign, or sign a printable version of this Document.

I HAVE CAREFULLY READ, VOLUNTARILY SIGN, AND CLEARLY UNDERSTAND THIS DOCUMENT AND AGREE TO BE LEGALLY BOUND BY IT AS STATED ABOVE. ALL PARTICIPANTS 12 YEARS OF AGE OR OLDER MUST SIGN BELOW.

Participant Name

Participant Date of Birth

Participant Signature

Date of signing

Share your email address if you would like to receive GutMonkey updates

Complete all fields below if participant is under 18 years old



Parent or Guardian of Participant Name

Parent or Guardian of participant signature

Date of signing

Parent or Guardian of participant phone number

Parent or Guardian of participant email

Check here if you would you like to receive GutMonkey updates

COVID-19 ADDENDUM to GutMonkey, Inc PARTICIPANT AGREEMENT

THIS ADDENDUM TO **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT** (the "Addendum") is in favor of GutMonkey Inc, an Oregon corporation and its directors, officers, employees and agents, and the successors and assigns of the foregoing (collectively, the "Released Parties") and supplements that certain standard Release and Waiver of Liability to and in favor of the Released Parties that I am signing as a participant in a GutMonkey program (the "Participant Agreement").

1. **RISK:** I understand that infection with Covid-19 can be dangerous to my health and the health of those around me. **I understand that, by participating in the program, I will have elevated my risk of contracting COVID-19 even though standard precautions are being observed.**
2. **PRECAUTIONS:** GutMonkey will be following the CDC's guidelines and recommendations regarding Covid. I acknowledge that covid-related precautions taken by GutMonkey, its hired vendors, or by other participants:
 - Will require my cooperation, before, during, and after the program.
 - May change or diminish the overall program, including a possibility of cancellation.
 - May limit my participation in the program.
3. **CONSEQUENCES:** I acknowledge that my non-cooperation with Covid precautions may result in me being excluded from the program and/or sent home.
4. **BEFORE and DURING the program:** I will help protect participant & the public by following CDC guidelines that apply to me, and also the following guidelines:



- If I have Covid symptoms, I will tell GutMonkey, Chaperones or Staff and/or will not join the program.

5. AT THE PROGRAM:

- I agree to wear a mask as directed by GutMonkey, Chaperones and Staff.
- I agree to social distance from other participants as requested by GutMonkey, Chaperones and Staff.
- I agree to wash hands or utilize hand sanitizer as directed by GutMonkey, Chaperones and staff.
- I agree to follow GutMonkey, Chaperone and Staff Covid precautions which are subject to change.

By signing below, I acknowledge and agree to the provisions above, and I further agree that any and all claims of any kind relating to my potential exposure COVID-19 while participating for GutMonkey are fully waived and released as set forth in the GutMonkey Participant Agreement.

By participating in this program, I voluntarily assume all risks associated with exposure to the novel coronavirus and/or contraction of COVID-19.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Participant Name

Participant Date of Birth

Participant Signature

Date of Signing

Complete all fields below if participant is under 18 years old

Parent or Guardian of Participant Name

Parent or Guardian of participant signature

Date of Signing

Pfizer Inc
Television, Videotape, Photography,
Movie and/or Sound Recording

Authorization and Release

I, _____

hereby consent that Pfizer Inc. shall have the right to copyright, publish or use any photographs, videotapes or other electronic media and/or sound recordings, or any part thereof, they have taken or made of me this date or in which I may be included, for publicity, advertising or any other lawful purpose in conjunction with my own or a fictitious name, or in reproductions thereof in color or otherwise in perpetuity.

I hereby waive all claims for any compensation for such use and hereby release Pfizer Inc. from all liabilities or claims that I could assert in connection with the above described uses.

I hereby waive any right that I may have to inspect and/or approve the finished product or the use to which it may be applied.

I hereby warrant that I have every right to contract in my own name in the above regard. I state further that I have read the above authorization and release, prior to its execution, and that I am fully familiar with and understand the above terms.

Date: _____ Project: The Leading Edge Program

Signature: _____

Parent/Guardian Signature: _____

Location: 2022 BDFNC/BDASC TEEN RETREAT – CAMP CANAAN, ROCK HILL, SC

Camp Canaan

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Camp Canaan has put in place preventative measures to reduce the spread of COVID-19; however, the Camp Canaan cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Camp Canaan may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Camp Canaan employees, volunteers, and program participants and their families.

____ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at Camp Canaan. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Camp Canaan, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Camp Canaan, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at Camp Canaan.

____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ INITIALS In the event that I file a lawsuit, I agree to do so in the state where Camp Canaan is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

____ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood** this document and I agree to be bound by its terms.

____ INITIALS If I have signed a separate general waiver of liability connected to my participation at Camp Canaan, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation in any activities and programs at **Camp Canaan**.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

CAMP CANAAN (DBA Canaan Zipline Canopy Tours) RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY, AND PARENTAL CONSENT AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY. IF YOU HAVE ANY QUESTIONS, HAVE THEM ANSWERED BEFORE SIGNING THE DOCUMENT.

In consideration of being permitted to participate in activities and use equipment and facilities in any activity hosted or facilitated by Camp Canaan d/b/a Canaan Zipline Canopy Tours, Grace Hope Foundation, Carolina Flying Discs, Inc. d/b/a Innova, and Champion Discs, Inc. d/b/a Innova-Champion Discs, their respective directors, agents, board members, volunteers, employees, sponsors, advertisers, property owners and lessors of premises, including adjacent property owners Westminster Church (collectively referred to as "Releasees") on which outdoor activities take place I, for myself, my personal representatives, assigns, heirs, minor children, and next of kin:

1. Acknowledge and agree that I understand the nature of the Activities (defined below), that there are certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the Activities and that I and/or all minor participant(s) of which I am exerting control over as the parent/legal guardian of are qualified, in good physical health, and in proper physical condition to participate in the Activities. I further acknowledge that the Activities will be conducted in areas such as roads, trails, rivers, and facilities that are shared by the public, which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe or that I myself am physically or otherwise inhibited, I will immediately discontinue further participation in the Activities.

2. I acknowledge and agree that each Activity offered at Camp Canaan exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. "Activities" or "Activity" is defined as anything associated with or occurring at or near the Camp Canaan facility, including, without limitation: horseback trail riding, hiking, rock climbing, zip lining, swinging, camping, fishing, kayaking, swimming, ropes courses, paintball, archery tag, whiffle ball, soccer, basketball, Bubble Soccer, High Adventure Course, Giant Swing, Leap of Faith, rappelling, inflatables and bounce houses, lake activities, river activities, low ropes, teambuilding activities, archery, rope swings, service projects, mountain biking, field games, sharp shooting with BB guns (riflery), power boating, disc golf, field trips off property including but limited to: horse trail riding, caving, white water rafting, mountain biking, and hiking. Activities also include usage of trails, pathways, parking lots, stairs, buildings, tents, and all other facilities.

Risks associated with participation in the Activities (the "Risks") include, but are not limited to: permanent disability, paralysis, death, dangers associated with exposure to weather and physical exertion; dangers stemming from impacts with other individuals or participants and/or their equipment; dangers associated with zip lining and other height based activities, such as harness and line failure, falls and/or slips from heights and obstacles (potentially resulting in head trauma, facial injuries, fractures, dislocations, sprains, strains, etc.), trauma resulting from being fully supported in a harness, colliding with rocks, trees, ground, and other objects; dangers associated with projectile implements, including but not limited to: paintball, archery tag, whiffle ball, soccer, basketball, fishing, slingshot, etc., such as eye damage and head and body injuries; dangers associated with water activities, such as drowning or other complications associated with immersion in water, high speeds and sudden stops, becoming pinned or entrapped by items or obstacles in the water, colliding with rocks, boats and other items in the water, falling while entering or exiting any boats, kayak overturning and subsequent head or bodily injury from kayak, paddles, or rock contact; dangers associated with rope related activities, such as entanglement; dangers stemming from structural, helmet, and/or safety equipment malfunctions; dangers associated with horseback trail riding, such as falling from horses or being kicked or bitten, resulting in bodily injury; dangers associated with hiking and camping, such as opportunities to become lost, colliding with rocks, trees, ground, or other objects, falling; dangers arising from natural features, plants, animals, insects, wet surfaces, tripping and/or falling hazards, and other types of contact with man-made and natural features; dangers arising from equipment failure or malfunction and potential misjudgment by staff; dangers stemming from the remote location of the camp that can delay the delivery of emergency medical services; dangers associated with negligent rescue operations.

I acknowledge that the Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of other participants in the group, the condition in which the Activity takes place, or the negligence of the Releasees named above. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation in any Activities.

Furthermore, Releasees' volunteers and employees seek safety of all individuals, however due to the inherent risks of the activities that are offered and consequently, the difficulty of their jobs, are not infallible. Employees and volunteers may be unaware of a participant's true fitness or abilities. They may inadvertently give incomplete warnings or instructions. The equipment on the facility may malfunction. Releasee employees or volunteers may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.

I expressly agree and promise to accept and assume all of the Risks existing in all Activities. My participation and/or that of the children listed below is purely voluntary, and each elects to participate in spite of the Risks. Thus, participation is solely at my own risk and I assume full responsibility for any resulting injuries or damages.

3. I hereby release, forever discharge, and covenant not to sue Releasees regarding all liability, claims, demands, losses, causes of action, or damages which are in any way connected with my participation in any Activities or my use of Releasees' equipment or facilities, including any such claims which caused or alleged to be caused in whole or in part by negligent acts or omissions on my account, or that of the Releasees or otherwise, and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on

my behalf, makes a claim against any of the Releasees, will indemnify, save, and hold harmless the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such a claim.

4. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating in Activities, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

5. I fully understand that in the event a lawsuit arises against Releasees, I agree that venue and jurisdiction shall be solely in York County, South Carolina, and I further agree that the substantive law of South Carolina shall apply in that action without regard to the conflict of the law rules of that state. I agree that if any provision of this agreement is found to be unenforceable or invalid, the agreement shall be ineffective only to the extent of such provision and the validity of the remaining provisions of the agreement shall not be affected, and this agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6. I agree as an adult participant, or the parent/legal guardian of a minor participant, to grant Releasees the irrevocable right and permission to photograph and/or record me or my child(ren)/ward(s) in connection with Releasees to use the photograph(s) and/or recording(s) for all purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of photographs and/or recordings, and acknowledge and agree that the rights granted to this release are without compensation of any kind. All photographs and/or recordings are exclusively owned and controlled by Releasees.

7. If the participant is a minor, I agree that this Release of Liability and Assumption of Risk Agreement is made on behalf of that minor participant and that all of the releases, waivers, and promises herein are binding on that minor participant to this agreement. I further agree to defend, indemnify and hold harmless Releasees from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of Releasees.

9. In consideration of not being required to sign a fresh copy of this Release before each visit, I further agree that this Release shall apply in full to all future visits by me and by the minor participant until he/she is 18 years old.

10. By signing this agreement, I certify that I and all minors will obey all posted signs and warnings as well as obey all instructions provided by Releasees. I am also verifying that I am not pregnant or that I have informed Releasees if I am pregnant, I do not have heart or pulmonary issues that are not cleared by a physician for physical activity, I am able to walk a "country mile," I am not prone to seizures, and I am not under the influence of drugs or alcohol.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY; I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN RELEASEES' ACTIVITIES, I MAY BE FOUND IN A COURT OF LAW TO HAVE WAIVED MY OR THE MINOR PARTICIPANT'S RIGHT TO MAINTAIN A LAWSUIT AGAINST CAMP CANAAN OR ANY RELEASEES ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S NAME: _____

PARTICIPANT IS A MINOR YES NO

ADDRESS: _____

E-MAIL: _____

PHONE: (H) _____ (CELL) _____

Add me to your mailing list!

SIGNATORY NAME (PRINTED): _____

SIGNATURE: _____ DATE: _____

ADDITIONAL PARTICIPANT: _____ ADDITIONAL PARTICIPANT _____

PARTICIPANT IS A MINOR YES NO PARTICIPANT IS A MINOR YES NO

ADDITIONAL PARTICIPANT: _____ ADDITIONAL PARTICIPANT _____

PARTICIPANT IS A MINOR YES NO PARTICIPANT IS A MINOR YES NO

ADDITIONAL PARTICIPANT: _____ ADDITIONAL PARTICIPANT _____

PARTICIPANT IS A MINOR YES NO PARTICIPANT IS A MINOR YES NO