



ADVENTURE WAIVER - Retreats

Rockfish Camp & Retreat Center

PARTICIPATION 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:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I understand that participant and/or 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 obey all ROCKFISH rules, regulations, and policies. I have no mental or physical problems or limitations that might affect my ability to participate that have not been disclosed to ROCKFISH in writing, I had the opportunity to ask question about the program activities and the risks of the program in which I will participate.

I understand and acknowledge that the program(s) in which I will participate has risks and it is impossible to anticipate every activity in which I 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, archery, BB guns, skate park, 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; rappelling; water activities including rafting, canoeing, kayaking, or swimming; vehicle travel, and rescue scenarios (real or simulated). I understand that I may engage in other activities not listed above. Activities may take place in North Carolina or other parts the United States. Participants may also be in urban or other areas with exposure to individuals who are not under ROCKFISH's supervisions 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 I may encounter include: unpredictable or harsh weather; lightning, exposure to extreme temperatures (high heat or cold); drowning; wild 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 participation, including but not limited to decisions regarding my physical condition and capabilities, weather, water, terrain, route or medical treatment. All of these risks are inherent to the activities in ROCKFISH's program, which means that they cannot be changed or eliminated without altering the essential elements of the activity.

I acknowledge that participating in any 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 safety and does not seek to eliminate all of these risks of the activities of my ROCKFISH program, whether inherent to and whether described or not.

Parent/Guardian Initials: _____

Participant Initials: _____

RELEASE AND INDEMNITY AGREEMENT

I release ROCKFISH from, and agree not to pursue, claim, or sue ROCKFISH for any liability, claim, suit, or expense in any way associated with my enrollment or participation or the use of any equipment or facilities in the ROCKFISH program. Neither I, nor anyone acting on my behalf will make a claim against ROCKFISH as a result of any loss, injury, illness, damage, or death suffered. 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 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 fees and costs) with respect to any and all claims brought by or on behalf of me, a family member, a co-participant, or any other person for any claims related to my participation in the program or my 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 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 fees and costs incurred by ROCKFISH in defending a claim or suit if the claim is withdrawn or to the extent a court determines that ROCKFISH is not liable for the injury or loss.

The assumption of risks, release, indemnity agreement, and all other provisions in this document are intended to be interpreted and enforced to the fullest extent allowed by the law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect of the enforceability of the remaining provisions, which shall continue in full force and effect. ROCKFISH has permission to use my photo or image for sale or reproduction in any manner it desires, including advertising, display, or social media. 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 safety concern or medical risk, is disruptive or acts in any manner detrimental to the program. If I am dismissed or depart for any reason, I will be responsible for all costs of early departure whether for medical reason, 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 18 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.

X _____
Guardian Signature Print Name Date

Emergency Contact while you are at Rockfish Camp and Retreat Center

Name: _____ Relationship: _____

Cell Phone: _____ Alternate Phone: _____