

### **Participant Release Form**

**NOTE:** GHRCC wants your experience on our property to be a safe and healthy one. In the event of an accident or illness, however, it is important that we have the following information.

"Participant" Full Name:	
Street Address:	
Date of Birth:	Age:
Emergency Contact:	
Relationship to you:	
Cell Number:	Other Number:
Allergies or Other Medical Needs:	
Name of Physician:	
Physician Address:	
Medical Insurance Company:	Policy #:
Insurance Company Address:	

#### "AGREEMENT":

I, the undersigned "Participant", hereby acknowledge and agree that my participation in an "Event" (i.e., all activities provided by, or on the grounds of, Granite Hills Retreat & Conference Center, LLC ("GRHCC") as further defined below) may be dangerous and inherently involves the risk of serious bodily injury, death and/or damage to my financial well-being and/or my property. In consideration of GRHCC's decision to agree to my voluntary decision to request permission to come on the grounds of GHRCC and to participate in one or more Events, I agree to be legally bound by the terms and conditions of the General Conditions listed below which are a material part of this Agreement.

### **GENERAL CONDITIONS**

MEDICAL CARE AND ATTENTION. Participant is solely responsible for obtaining medical care and first aid professionals.

**CODE OF CONDUCT.** Participant agrees to respect the beliefs of GRHCC and the Assemblies of God denomination as set forth in their Tenets of Faith (available upon request), and will do nothing by word or act that will in any way detract from the testimony of this ministry. Participant agrees to abide by the guidelines posted on the grounds and as follows:

a. The use of smoking, alcohol and drugs are strictly prohibited. Violation will be cause for immediate dismissal without refund.

- b. NO PETS, except for assisting the physically challenged.
- c. NO TRESPASSING on private property and a noise-curfew of midnight will be strictly enforced.

Possession or use of any weapon, firearm, or fireworks is strictly prohibited.

d. GRHCC staff has final authority on all matters affecting GRHCC, its facilities and its Participants.

e. Participant agrees to pay for any damages, including cleaning or staff expenses, to GRHCC' property, beyond normal wear, caused by Participant.

f. GRHCC does not provide supervision for my participation in the Events, since the Events are supervised by the organization with whom Participant attended the Event.

6445523v2/26603-0000 DRAFT 02/06/18 **MERCHANDISE.** Participant must obtain prior written consent of GRHCC before selling books, tapes, or supplies of any kind. The sale of merchandise competitive with GRHCC merchandise is prohibited.

**ASSUMPTION OF KNOWN RISKS.** To induce GRHCC to agree to permit me to participate in this trip, Participant (also referred to as "I") hereby assumes the "Known Risks" associated with GRHCC facilities:

a. If I am injured as a result of the occurrence of one of these Known Risks, then I will look first to my own insurance company for coverage. I will then look to the applicable insurance carried by GRHCC, but only to the extent of applicable limits.

b. As a condition precedent to Participant being allowed to be present GRHCC property, Participant agrees not to assert any claim or judgment against the assets of GRHCC and its affiliates in excess of their of applicable insurance coverage and specifically waives the right to collect any judgement of any kind whatsoever against the real or personal property owned or used by GRHCC.

c. These "Known Risks" include High Ropes Courses, Activities on the Climbing Tower such as Climbing Walls, Giant Ladder/ Vertical Playpen, and Rappelling, High Ropes Continuous Course, Giant Swing, Swimming, Pool Sports, Archery, Basketball, Volleyball, Hiking, Team Building and Field Games, Field Sports, Hiking, Running, Bouldering, Mountaineering, Rock Climbing, Cycling/Mountain Biking, Kayaking, Playground Equipment, Showers and bath facilities, and all other related activities.

# VOLUNTARY AGREEMENT TO LIMIT CLAIMS FOR NEGLIGENCE TO THE AMOUNT OF APPLICABLE INSURANCE.

a. The word "Claims" means costs, expenses, losses, charges or damages arising from my participation in an Event, including transportation to and from the Event, arising from negligence, gross negligence, strict liability, derivative liability or otherwise, including injury, accident, sickness, loss or accident losses or additional expenses due to delays or changes in motor coach, train, airplane services, or that of any other conveyance, weather, strikes, war, quarantine, or other causes.
b. As consideration offered to induce GRHCC to agree to accept this Application, I hereby agree to voluntarily limit

my Claims for damages against GRHCC (and its affiliates) to the amount of application, I hereby agree to voluntarily innit my Claims for damages against GRHCC (and its affiliates) to the amount of applicable liability and/or property insurance.

c. All losses or expenses in excess of the amount of applicable insurance proceeds will be borne by Participant.

**INDEMNITY FOR GRHCC.** To the extent Participant has applicable insurance coverage, Participant shall indemnify, protect, defend, and hold GRHCC harmless for, from and against all costs, Claims, and charges arising from this trip whether caused by GRHCC, its agents, employees, independent contractors, or otherwise.

**MEDIA PERMISSION.** Participant hereby grants a license and permission to GRHCC or its designees, and their employees, successors, assignees, licensees and agents to utilize Participant's appearance, image, voice and likeness, in perpetuity, in any manner, form and format of media throughout the world, now known or hereafter devised, including but not limited to recordings, television broadcasts, or web-casts of the Event, including but not limited to use of the following by GHRCC for promotional purposes: 1) pictures and video taken while at camp; 2) quotations from evaluations and letters relating to camp experience; 3) name, address, phone, number and email address for camp database.

I HAVE READ THIS RELEASE & WAIVER OF LIABILITY AND HAVE READ THE ATTACHED GENERAL CONDITIONS.

## I FULLY UNDERSTAND ITS TERMS AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date

#### I INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF CLAIMS WHICH EXCEED APPLICABLE INSURANCE TO THE GREATEST EXTENT ALLOWED BY LAW ALL AS SET FORTH ABOVE.

Signature of Acceptance

Adult Participant

Witness:

Print Name: -	Date

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