

## Activities Release and Waiver Form (Side A)

### Description of Activities

Refreshing Mountain Camp, Inc (hereafter RMC) provides structured activity opportunities for environmental education and adventure recreation. The following list, though not necessarily comprehensive, lists elements/activities that may possibly be included in the Participant's event at RMC, dependent upon the schedule arranged (either by the Sponsoring Organization or Group Leader):

<b>Activity Options</b>			
Archery	Campfire	<b>Canopy Tour*</b>	<b>Canopy Tour Run*</b>
Climbing Wall*	Climbing Tower*	Giant's Ladder*	Giant Swing*
Group Initiatives	Hay Rides	High Ropes*	Low Ropes
Nature Studies	Orienteering	Paint Ball Challenge Course	Physical Challenge Course
Sling Shot	Swimming	Wobbly Log*	Zip Lines*

\* indicates that this type of activity will involve safety equipment like harnesses, helmets, and fall-restraint devices, and participants will potentially be 10-60' above ground at various points of the activity.

*A detailed description of these activities can be obtained by visiting [www.refreshingmountain.com/activities.cfm](http://www.refreshingmountain.com/activities.cfm) or by calling 1-888-353-1490.*

### Challenge By Choice

Participants in events will be encouraged to participate in activities that may challenge them to push past their perceived fears and comfort, but at no time will a participant be coerced into participating in something that he/she wishes to decline. All activities are "Challenge by Choice" and at any time, a participant may choose to remove himself/herself from the activity.

### Medical Concerns

Participants must be reasonably fit. Activities are designed for use by participants of at least average mobility and strength who are in reasonably good health. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, arthritis, tendonitis, and other joint and musculo-skeletal problems and some psychological and psychiatric problems, may all increase the risks of the experience and cause the participant to be a danger to him/her or others. If you are uncertain as to whether or not you are fit enough to participate, you should consult your doctor before doing so. Certain activities have weight, height, and age restrictions.

### Inherent and Other Risks

Given the nature of these activities, the risk of injury certainly exists, by reason of falls, contact with other participants and fixed objects, moving about the grounds on which the activities are initiated and conducted, and otherwise. A number of risks are inherent to the activities. These are risks that cannot be eliminated without changing the essential nature and educational and other values of the activities. The emotional risks range from simple hurt feelings to panic and psychological trauma (fear of heights, for example). The physical risks range from small scrapes and bruises, to bites, stings, skin rashes, broken bones, sprains, neurological damage, and in extraordinary cases, even death. The property on which these activities are located includes uneven, rocky and wooded terrain, cliffs, ravines, springs, animal's holes, and hold potentially harmful plants and animals which may bite or sting. Injuries may be a natural consequence of the activity undertaken, a consequence of structural design or failure, as a result of environmental hazards (including terrain and weather), a result of errors of judgment or other negligence of staff or participants or otherwise; and may occur in spite of the reasonable efforts of staff to prevent them. In all such cases, these inherent risks, and other risks which may not be inherent, are assumed by those who choose to participate.

**Activities Release and Waiver Form (Side B)**

**Consideration.** I acknowledge the personal benefits accruing to me (and my child, as applicable) by reason of participation in the described event(s) (as listed on Side A of this document) and am aware of the activities in which I, or my child, will be involved through said participation.

**Release / Indemnification.** I hereby, in consideration of such benefits and other good and valuable consideration received, consent to the above listed participation and release absolutely, forever discharge, hold harmless and covenant not to sue RMC, its officers, directors, employees, agents, volunteers and affiliates (collectively, "the Released Parties") from any and all present or future liability, claims, demands, actions, or rights of action, whether asserted by me or a third party arising out of my (or my child's) participation in event activities (the "Claims"). I, my personal representative and/or my heirs, agree to indemnify and hold harmless the Released Parties for any such Claims brought by me or a third party from any costs associated with defending or litigating such claims, including but not limited to attorney fees, costs and legal expenses, and for any loss, liability or damage.

I UNDERSTAND THAT THIS MEANS THAT I AGREE NOT TO SUE ANY OF THE RELEASED PARTIES FOR ANY INJURY RESULTING TO MYSELF, MY CHILD, OR MY PROPERTY ARISING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THEIR DUTIES IN PLANNING OR CONDUCTING THE EVENTS.

**Assumption of Risk.** I personally assume, on my behalf (and on my child's behalf), all risk in connection with participation in the above event(s) for any harm, property damage or personal injury, including death, that may result from participation in event activities, whether foreseen or unforeseen, whether caused by RMC's negligence or otherwise, and I still wish to proceed with the activities. I also certify that I understand the nature of the activities and my experience and capabilities and believe that I am qualified to participate in the activities. If I believe anything is unsafe, I will immediately cease or refuse to participate further in the activities.

**Medical Emergency.** I understand that RMC may not have medical personnel available at the site of the activity. I understand and agree that RMC is granted permission to authorize emergency medical treatment, if necessary. Further, I agree that RMC assumes no responsibility for any injury or damage, which might arise out of or in connection with such authorized emergency medical treatment. I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.

**Understanding.** THIS WAIVER AND RELEASE OF LIABILITY IS A LEGAL DOCUMENT WITH LEGAL CONSEQUENCES. I represent and acknowledge that I have completely read and understand this document and all its terms, that I have had an ample opportunity to obtain the advice of counsel and that, by signing this document, I understand that I am relinquishing legal rights and remedies that may have otherwise been available to me. I understand that this Waiver and Release shall be construed as broadly and inclusively as is permitted by applicable law and agree that if any portion of this document is held invalid, the remaining shall continue in full force and effect. To the extent the restriction on filing lawsuits is deemed unlawful, I agree to submit any Claims to a Christian conciliation/mediation organization for binding resolution.

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Group Name – Printed (optional)

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Signature of Participant

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Date

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Participant's Printed Name

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Date

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Signature of Legal Father, Mother, or Guardian if participant is under the age of 18

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Date

**MEDICAL INFORMATION**

Please list any/all of the following that may restrict participation of the individual in programming and/or activities: condition(s), illness or other injury, any allergies, any prescription medications being taken. If none, write NONE: