## COVENANT FELLOWSHIP CHURCH RELEASE/WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration for the opportunity to participate in the College Retreat that Covenant Fellowship Church, Inc. ("CFC") is planning for Thursday, June 14, 2018 to Saturday, June 16, 2018 (the "College Retreat"), I, the undersigned participant in the College Retreat, affirm and agree with the following statements (and if I am under 18, my parent or legal guardian affirms and agrees with the following statements on my behalf):

- 1. I voluntarily agree to participate in the College Retreat, and I expressly assume any and all dangers, hazards, and risks associated with my participation in the College Retreat, including, but not limited to, illness, injury, and/or death due to:
  - Accidents during travel to and from the College Retreat and during the College Retreat,
  - Accidents that may occur during the College Retreat, including, but not limited to:
    - o Zip-lining
    - o Falls from walls, ropes, etc.
    - o Insect/animal bites
    - o Drowning
    - o Being hit by heavy items such as wooden beams
    - Fires
    - o Exposure to the elements
    - o Forces of nature (including lightning strikes)
  - Other natural and accidental causes
- 2. I am physically sound and suffering from no condition, impairment, disease, or other illness that would hinder me or others from safely participating in the College Retreat. It is my responsibility to follow any restrictions, prescriptions, or limitations that apply to my physical condition or state of fitness.
- 3. I understand that my participation in the College Retreat includes physical activity that requires strength, flexibility, and/or stamina, and that I may injure myself during my participation in such activity, especially if I exceed the limits that my body is capable of accepting, executing, and/or performing.
- 4. I recognize and fully understand and agree that in the event it becomes necessary for me to receive medical treatment during my participation in the College Retreat, reasonable efforts will be made to contact the persons listed on my Medical Disclosure Form to obtain directions and authorization for such treatment. However, if the person(s) listed cannot be reached, I hereby authorize, direct, and give my full and complete permission to one or more authorized representatives of Covenant Fellowship Church ("CFC") and/or any employees, volunteers, representatives, or agents (collectively, "Agents") to seek medical treatment on my behalf, including selecting and authorizing medical professional(s) (including, but not limited to nurses, LPNs, PAs, paramedics, doctors, or dentists) to take such action as is deemed necessary by any attending medical professional. I further give my full and complete authorization to such medical professional to hospitalize, order injections, administer anesthesia, perform surgery, or secure additional necessary medical treatment for me as necessary and/or appropriate under the circumstances as determined by the medical professional. I further certify that I am willing to assume the risk of any medical or physical condition that I may have. I further understand and acknowledge that it is my duty to provide accurate and current

information of such conditions on the Medical Disclosure Form.

I recognize and fully understand that the insurance coverage listed on my Medical Disclosure Form will be used as the sole insurance coverage for me in the event medical treatment is needed, and that I (or the responsible party for my insurance coverage) am solely and personally responsible for any payments or charge(s) not covered by such insurance. I further understand, acknowledge, and agree that no such insurance coverage is or will be provided for me by CFC. I understand and agree that if I do not currently have valid health insurance coverage, none will be provided for me by CFC, and that I (or the responsible party for my insurance coverage) am responsible for any and all costs associated with medical treatment that may be required as a result of my participation in the College Retreat.

- 5. I agree to familiarize myself with all College Retreat rules and instructions and to abide by them. I understand that CFC retains the right to suspend or terminate my participation in the College Retreat if it believes that I have failed to comply with any College Retreat rules or instructions, or for any other reason in its sole discretion.
- 6 Except where such an exception is prohibited or limited by applicable law, except for any claims, actions, liability, and/or demands ("Claims") that arise from, are caused by, or result from the gross negligence or willful misconduct of CFC and its affiliates, subsidiaries, directors, employees, volunteers, independent contractors, agents, assignees, representatives and successors in interest (collectively, "Affiliates"), I hereby release, forever discharge, and agree to hold harmless CFC and its Affiliates from any and all Claims for bodily injury, property damage, wrongful death, loss of services, or otherwise, which may arise out of the my participation in the College Retreat or which may arise out of my traveling to or participating in and returning from any activity associated with the College Retreat, which may hereafter accrue to me against CFC and/or its Affiliates. This Release/Waiver is understood to also be in effect with respect to, and to include any persons who may be engaged in, the transportation, treatment or attending to, or accompanying me to any facility for Medical Treatment on or off of the property where the College Retreat will be located, on the same basis and terms as stated above. I further agree to hold harmless and indemnify CFC and its Affiliates from any Claims resulting in any way from my acts or omissions.
- 7. I hereby give CFC and its Affiliates the irrevocable right to copy, display, publish, or otherwise use my image in any form of media that now exists or may exist in the future, and give others permission to copy, display, publish, or otherwise use my image, so long as CFC and/or its Affiliates determine that doing so supports or benefits CFC's mission.
- 8. I agree that any dispute that I may have with CFC and/or its Affiliates regarding my participation in the College Retreat and/or this Release/Waiver shall be settled only by mediation, or, if necessary, legally binding arbitration in accordance with the Rules of Procedure of the Institute for Christian Conciliation of Peacemaker Ministries, <a href="https://www.peacemaker.net">www.peacemaker.net</a>. I understand that the decision and/or award of an arbitrator may be entered in any court otherwise having jurisdiction and that such a decision and/or award shall be the sole remedy to any dispute and is non-appealable.
- 9. If any provision or clause of this, or any portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void, or unenforceable in such jurisdiction, the remainder of such provisions shall not thereby be affected and shall be given full effect, without regard to the invalid portion. It is the intention of the parties that, if any court or other tribunal of competent jurisdiction construes any provision or clause of this

Release/Waiver, or any portion thereof, to be illegal, void, or unenforceable because of the extent or duration of such provision or the matter covered thereby, such court or tribunal shall reduce the extent, duration, or matter of such provision, and, in its reduced form, such provision shall then be enforceable and shall be enforced.

10. Should any provision of this Release/Waiver be held to be void, invalid or inoperative, the remaining provisions of this Release/Waiver shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

I am authorized to grant the rights provided in this Waiver/Release Form. I WARRANT THAT I AM 18 YEARS OF AGE OR OLDER AND FULLY UNDERSTAND THE CONTENTS OF THIS RELEASE OR, IF I AM LESS THAN 18 YEARS OLD, THAT MY PARENT(S) OR LEGAL GUARDIAN(S) HAVE SIGNED BELOW.

PARENT(s)/GUARDIAN(s) OF A MINOR  (We),, am (are) the custodial parent(s) or legal ardian(s) of, a child under the age of 18 years, and (we) have the sole and exclusive right and authority to enter into this Release/Waiver on my nild's behalf and to grant these rights.  Parent/Guardian Signature					
PARENT(s)/GUARDIAN(s) OF A MINOR  (We),, am (are) the custodial parent(s) or legal ardian(s) of, a child under the age of 18 years, and (we) have the sole and exclusive right and authority to enter into this Release/Waiver on my nild's behalf and to grant these rights.  Parent/Guardian Signature		Signature	(Date)	-	
PARENT(s)/GUARDIAN(s) OF A MINOR  (We),, am (are) the custodial parent(s) or legal ardian(s) of, a child under the age of 18 years, and we) have the sole and exclusive right and authority to enter into this Release/Waiver on my ild's behalf and to grant these rights.  Parent/Guardian Signature  Parent/Guardian Signature  Name:				_	_
We),	aaress			_	
(We),, am (are) the custodial parent(s) or legal ardian(s) of, a child under the age of 18 years, and (we) have the sole and exclusive right and authority to enter into this Release/Waiver on my ild's behalf and to grant these rights.  Parent/Guardian Signature  Name:		PA	ARENT(s)/GUARD	OIAN(s) OF A M	INOR
rardian(s) of	(We),		· /	· /	
(we) have the sole and exclusive right and authority to enter into this Release/Waiver on my ild's behalf and to grant these rights.    Parent/Guardian Signature   Parent/Guardian Signature   Name:					
Parent/Guardian Signature Parent/Guardian Signature Name: Name:					
Name: Name:	nild's beh	alf and to grant th	ese rights.	-	-
Name:          Name:		_	_		
		——————————————————————————————————————	n Signature	-	Parent/Guardian Signature
Address Address	Vame:			Name:	
	Address				
	11uui ess			_ Auui ess	