

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

Group Title: \_\_\_\_\_ Event Date/s: \_\_\_\_\_ - \_\_\_\_\_

Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Health/Accident Insurance Name and Policy #: \_\_\_\_\_

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*Adventure Programs of the Baltimore-Washington Conference of the United Methodist Church (“BWCUMC”) Retreat and Camping Ministries (“RCM”) involve a variety of activities that often include warm-ups, games, archery, aerial park, boating, climbing wall, flying squirrel, giant swing, hiking, high ropes, low ropes, pumper pole, swimming, teambuilding activities, zipline and other rigorous physical adventure activities. The level of participation in an activity is at all times completely up to the individual’s choice. The participant’s health and accident insurance provides the primary coverage for participants. BWCUMC Retreat and Camping Ministries reserves the right to refuse services to those persons not covered by health and accident insurance.*

The individual named below (referred to as “I” or “me”) desires to participate in Adventure Programs (the “Activities”) of the BWCUMC Retreat and Camping Ministries (the “Company”). As lawful consideration for being permitted by the Company to participate in the Activity and the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

I do hereby understand, acknowledge and agree that my or my minor child’s participation in the Activities and level of challenge in any Activity is purely voluntary.

I am aware and understand that the activities involve the risk of serious injury and/or death and/or property damage. I am aware that the physical exertion required of the activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that my mental and physical health are in a condition compatible with participating in the activities and that I should seek medical advice if I know or suspect that my condition may be incompatible with the activities. I acknowledge that I am voluntarily participating in the activities with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, death or property damage, whether caused by the negligence of the company or otherwise.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, agents, affiliates, members, successors and assigns (collectively, “Releasees”), on account of injury, death, property damage or other claim arising out of or attributable to my presence or participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, costs of enforcing any right to indemnification under this Agreement and costs of pursuing any insurance providers, incurred by indemnified party arising out of or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Howard County, Maryland and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

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Participant Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_

**FOR MINORS:** I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and hereby consent to the minor’s participation in the Activities and agree to the Release of Liability and Assumption of Risk as provided above and hereby make and enter into each and every representation, certification, waiver, release, assumption and indemnity described above on behalf of myself, the minor, any other parent or guardian of the minor, and our heirs, assigns, personal representatives, and next of kin. I agree to give up my rights, the minor’s rights, and the rights of any other parent or guardian to maintain any claim or suit against Releasees arising out of the minor’s presence or participation in the Activities. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE WAIVERS AND RELEASES, and I agree to indemnify and defend the Releasees for all liability arising out of any lack of authority on my part to make such waivers and releases.

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Signed \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name of Parent or Legal Guardian \_\_\_\_\_

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Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**PHOTO RELEASE** I hereby grant my permission for Company to use any photograph, film, videotape or sound recording (“Media”) of me or my minor child for any legitimate business or charitable purpose. I understand and authorize Company to use this Media on websites and social media platforms such as Facebook, Twitter, YouTube, Instagram, and Pinterest, etc. as well as other printed publications without further consideration. I acknowledge Company’s right to crop or treat the Media at its own discretion and that Company reserves the right to discontinue use of Media without notice.

Photo Release Approval Yes: \_\_\_\_\_ No: \_\_\_\_\_

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Participant/Parent or Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_