

# CAMP VICTORY MINISTRIES RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT



*Please read and be certain you understand the implications of signing.*

## **Express Assumption of Risk Associated with Activities.**

I, (Full Name) \_\_\_\_\_ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Camp Victory Ministries' activities, including but not limited to: target archery, tomahawk throwing, slingshots, air rifles, laser tag, archery tag, pontoon boat rides, water skiing, water tubing, river tubing, swimming, canoeing, paddle boards, kayaking, black hole, mountain boarding, climbing wall, ropes course, zip line, crafts, slip-n-slide, hiking, miniature golf, dodgeball, gaga ball, four square, nine square in the air, carpet ball, volleyball, basketball, nerf taggers, disc golf, soccer, kickball, softball, ultimate frisbee, football, culinary, Lego robotics, camp craft skills, cross country skiing/tubing, and related activities, transportation of equipment related to the activities, and travelling to and from activity sites in which I am about to engage.

Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized, including mental or psychological distress, is significant including the potential for permanent disability and death.
2. Falling, collisions, being struck with projectiles, or other similar risks, causing broken bones, severe injuries to the head, neck and back, which may result in severe impairment or even death.
3. Changes in terrain, snow surfaces, moguls, ice, bare spots, grooming conditions, rocks, stumps, debris, fences, posts, trees, conveyer and handle tows, light poles, signs, buildings, roads, walkways, ramps, cliffs, jumps, snowmobiles, other persons, submerged logs, rapids, and other natural and man-made hazards.
4. Exposure to outdoor elements, including but not limited to inclement weather, thunder and lightning, severe and or varied wind, temperature, water conditions, and other weather conditions.
5. Risks associated with skiing, tubing, canoeing, etc. in areas that contain either natural or manmade objects, including but not limited to trees or track snow groomers, which upon striking them or exposure to water may cause serious injury or even death.
6. Possible malfunction of my own or others' skis, projectiles, watercrafts, ropes, apparatuses, and/or equipment related to the activity.
7. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of Camp Victory Ministries, including but not limited to operator failure.
8. Cold weather and heat related injuries and illness including but not limited to frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
9. Any other forces of nature of unforeseeable natural conditions.
10. Attack by or encounter with insects, reptiles, zebra mussels, and/or animals.
11. Accidents or illness occurring in remote places where there are no available medical facilities.
12. Fatigue chill, and/or dizziness, loss of breath, which may diminish my/our reaction time and increase the risk of accident.
13. My sense of balance, physical coordination, and ability to follow instructions.

**\*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death. Release of Liability, Waiver of Claims and Indemnity Agreement.**

In consideration for being permitted to participate in any way in activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees: Camp Victory Ministries, its employees, contractors, members, officers, affiliates and other agents (collectively "releasees").**
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. I am not under and will not be under the influence of any chemical substance including alcohol during my participation in any activities described herein.
5. I understand and acknowledge that my participation in any activities offered or conducted by releasees is completely voluntary and I take full responsibility for my decision to participate or not to participate and agree to follow all safety instructions.
6. I hereby authorize Camp Victory Ministries to take and use, without any form of compensation, including royalties, photographs of me for use in proportional or educational materials, or any other legal purposes. I understand and agree that photographs in the possession of Camp Victory Ministries shall become its property. I hereby waive my right to inspect or approve the photographs in which my likeness appears. I hereby hold harmless, release, and forever discharge therefrom all

