

**RELEASE FROM RESPONSIBILITY,
ASSUMPTION OF RISK & WAIVER**

READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE 7 HILLS CHURCH/CENTRAL YOUTH CONFERENCE, ITS EMPLOYEES, OFFICERS, DIRECTORS, TRUSTEES, AGENTS AND REPRESENTATIVES FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST THE CHURCH WHICH MAY ARISE FROM SUCH ACTIVITIES.

Activity Participation Agreement

Name of sponsoring organization: 7 Hills Church

Address: 7300 Turfway Rd. Suite 200 Florence, KY 41042

Telephone: (859) 371-9988

Date and location of activity: July 9 – July 12, 2019, Eastern Kentucky University

Description of Activities: Central Youth Conference.

The physical activities for this event include:

- | | |
|-------------------------------------|--|
| 1. Conference Worship Experiences | 16. Zorb Balls |
| 2. Water Park (water slides, pools) | 17. Kickball |
| 3. Rock Climbing Wall | 18. Foam Pits |
| 4. Basketball | 19. Dancing |
| 5. Soccer | 20. Water Balloon Fights |
| 6. Inflatables | 21. Glow Paint Fights |
| 7. Slip n Slide Kickball | 22. Transportation to and from the conference |
| 8. Indoor Swimming | 23. Transportation to and from the waterpark |
| 9. Volleyball | 24. Transportation to and from the kayaking/canoeing |
| 10. Flag Football | 25. Walking on the campus of Eastern Kentucky University |
| 11. Kayaking | |
| 12. Canoeing | |
| 13. Frisbee | |
| 14. Slip N Slides | |
| 15. Cornhole | |

Participant Information

(To be completed by participant or authorized guardian)

Name of participant: _____ Phone _____

Participant's Church: _____

Participant's Youth Pastor: _____

Emergency Contact: _____ Phone _____

Is sponsor authorized to approve medical treatment? Yes No

Is participant covered by personal/family medical insurance? Yes No

If yes, name of insurer: _____

Policy or group number: _____

PLEASE ATTACH A COPY OF THE CURRENT MEDICAL/INSURANCE CARD FOR THE PARTICIPANT

Participation Agreement

In consideration for the opportunity to participate in the above activity, the Participant (or parent/guardian if Participant is a minor) acknowledges and accepts all risks of injury, harm, damage or death associated with participation in and transportation to and from the activity. The Participant (or parent/guardian) accepts all personal financial responsibility for any injury, harm, damage or death sustained during the activity or during transportation to and from the activity. The Participant (or parent/guardian) understands and agrees that neither 7 Hills Church/Central Youth Conference, nor its trustees, officers, directors, employees, agents or representatives may be held liable in any way for any injury, harm, damage or death that may occur to the Participant as a result of the participation in this activity and the Participant (or parent/guardian) hereby releases 7 Hills Church/Central Youth Conference, its trustees, officers, directors, employees, agents or representatives from any injury, harm, damage, or death that may occur to Participant while participating in the activity. Further, to the fullest extent permitted by law, the Participant (or parent/guardian) promises to indemnify, defend, and hold harmless the activity sponsor or its agents, employees, volunteers, or any other representatives (collectively referred to hereinafter as the "Sponsor") for any injury related directly or indirectly out of the described activity or transportation to and from the activity, whether such injury arises out of the negligence of the Sponsor or otherwise.

Participant (or parent/guardian) authorizes 7 Hills Church/Central Youth Conference through its trustees, officers, directors, employees, agents or representatives to render or obtain such emergency medical care or treatment for Participant as may be necessary should any injury, harm or accident occur through participation in this activity.

If a dispute over this agreement or any claim for damages arises, the Participant (or parent/guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the Participant (or parent/guardian) and the Sponsor cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration Association for final resolution.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release from Responsibility, Assumption of Risk, and Waiver.

MEDICAL TREATMENT PERMISSION: I authorize an adult, in whose care the minor has been entrusted, to consent to any emergency x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care, to be rendered to the minor under the general or special supervision and on the advice of any duly licensed physician or dentist on the medical staff of a hospital or emergency care facility. The undersigned shall be liable and agrees to pay all costs and expenses incurred in connection with such medical and dental services rendered to the aforementioned child or youth pursuant to this authorization.

EARLY RETURN HOME POLICY: Should it be necessary for my youth to return home due to medical reasons, disciplinary action or otherwise, the undersigned shall assume all transportation costs and responsibility.

TRANSPORTATION PERMISSION: The undersigned does also hereby give permission for my child/youth to ride in any vehicle driven by an approved and licensed ADULT chaperone while attending and participating in activities sponsored by Central Youth Conference, 7 Hills Church, and all other participating churches. My youth and I understand that SEAT BELTS MUST BE WORN AT ALL TIMES during transportation.

READ, UNDERSTOOD AND AGREED TO.

Signature: _____ Date: _____

Witness: _____ Date: _____

If participant is under the age of 18, his or her parent or legal guardian must also sign:

I, (printed name) _____, am the parent or legal guardian of the participant who has signed above. I have read and I understand the provisions of this document, I consent to the participant taking part in the activities described above, and I fully enter into and agree to the above Release from Responsibility, Assumption of Risk, and Waiver.

Signature of Parent or Legal Guardian

Witness over 18 years of age (Parent or Guardian must sign in the presence of the Witness)

MEDICAL INFORMATION

YOUTH INFORMATION *(Please Print)*

Youth Full Name: _____

Nickname: _____

Home Address: _____

Home Phone: _____

DOB: _____

PARENT/GUARDIAN CONTACT INFORMATION

Parent/Guardian Name(s): _____

List all parent/guardian contact phone numbers in best order to be reached:

Primary Phone Number: _____

Other Phone Number(s): _____

NON-PARENT/GUARDIAN EMERGENCY CONTACTS

Name: _____

Relation: _____

Phone(s): _____

PRIMARY CARE PHYSICIAN

Name: _____

Phone(s): _____ Fax: _____

Name of practice: _____

Date of last Tetanus shot (required) _____

MEDICATION:

List all medications the youth will take during any youth ministry trips, retreats, or events. This includes any prescription, non-prescription medications, herbal supplements and vitamins. Central Youth Conference/& Hills staff is NOT responsible for any medication and will not hold any medication for the youth. **All medication must be in the original containers with complete dispensing instructions before the start of the event. Youth are not permitted to carry any prescription or non-prescription medication and will be sent home at the parent/guardian's expense if they do.**

Medication Name	Dose	Treatment for	Dispensing instructions
<i>Example: Zyrtec</i>	<i>5mg</i>	<i>Seasonal allergies</i>	<i>Take one pill daily in the morning with food</i>

Over-the-Counter Medication Permission: Do you give permission for your youth to be given over-the-counter medication as needed and as directed on the label, to treat non-emergency medical conditions that do not require a doctor or hospital visit such as a minor headache, stomachache, or allergic reaction (i.e. Tylenol, Advil, antacids, Benadryl) while at a youth ministry event?

No. Contact me or get medical help if my child has any minor medical concerns.

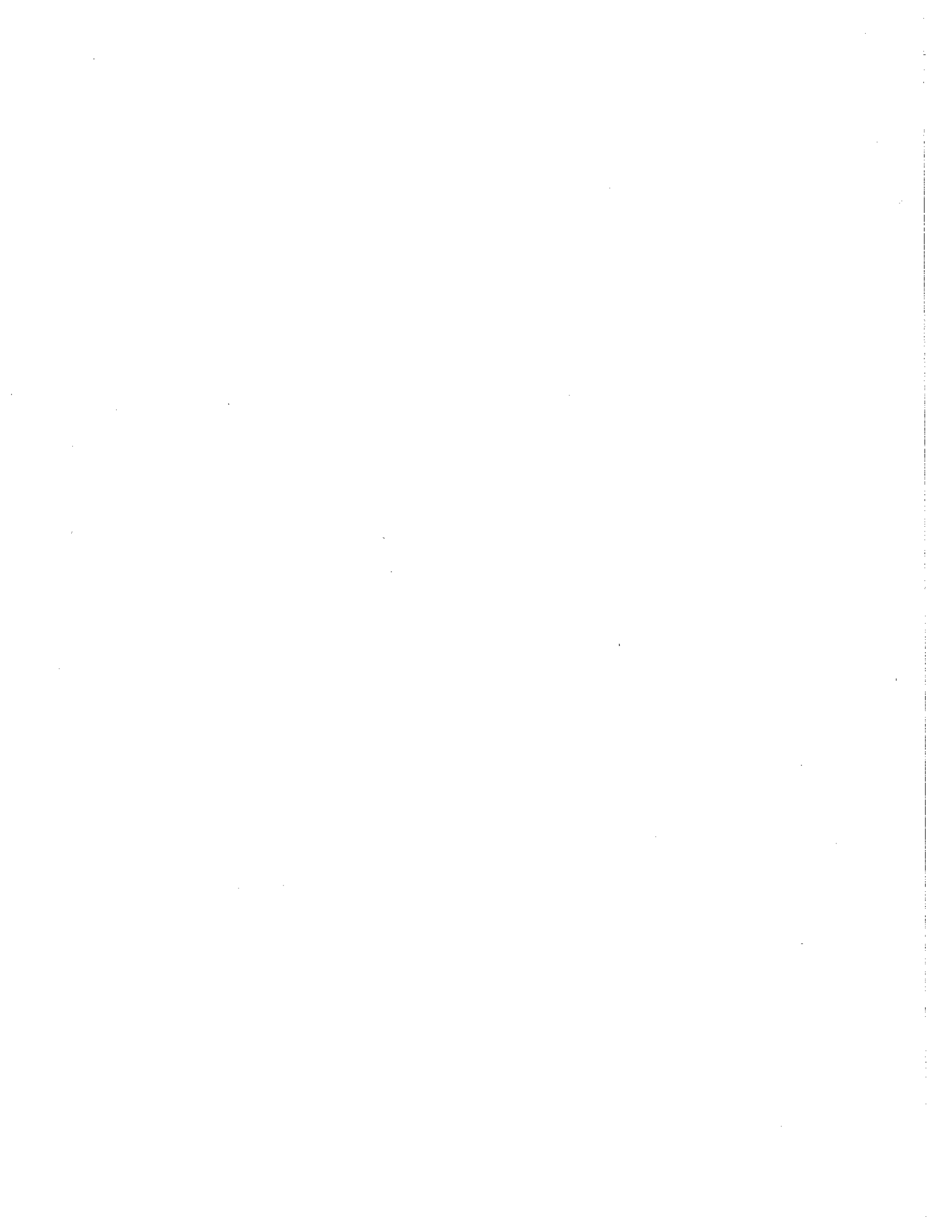
Parent signature _____

Yes. I give permission for an adult youth leader to give my child approved over-the-counter medications as directed on an as needed basis to treat non-emergency medical conditions.

Parent Signature _____

MEDICAL CONDITIONS: Please answer in detail if applicable or write N/A. Attach additional pages if necessary.

1. List any medical conditions you have (asthma, diabetes, epilepsy, etc.):
2. List any allergies (drug/medicine, food, and/or environmental) and the severity and type of reaction:
3. Please explain any other pertinent information about the participant (i.e. physical, behavioral, or emotional) that would be important for the adult leaders to know.





EKU CLIMBING WALL ASSUMPTION OF RISK/WAIVER

Print Participant Name _____

EKU Student ID # _____

Date _____

Instructions: Please read this form carefully. Each participant must sign this agreement before the participating. Without all appropriate signatures, the individual may not be permitted to participate in the program. All participants must be at least 18 years of age or have a parent or legal guardian sign for them.

I desire to use the Eastern Kentucky University Climbing Wall, and I fully understand the dangers, hazards, and risks inherent in climbing, which include but are not limited to serious or even mortal injuries and property damage. Risks include equipment failure, falling climbers, and negligence of belayers, spotters, and other participants, among others.

I understand that participation in climbing programs offered by the Eastern Kentucky University is based on the "Challenge by Choice" philosophy. I recognize that the program is designed to use experiential, engaging, teaching techniques, but that participation is purely voluntary. At all times I will choose my level of participation in any activity.

I have had adequate time to read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation in the program.

I agree to follow all rules and adhere to the climbing/bouldering policies in this document.

I understand the employees of the EKU Fitness and Wellness center have received appropriate training, and I understand that climbing entails certain risks. I recognize that there are certain dangers, risks, and possible injuries which are inherent in and may result from participation on the climbing wall. I understand that despite the safety precautions taken by EKU, it is impossible to guarantee that any participant will not be injured. I will obey all rules, regulations and instructions of program personnel in an effort to minimize such risks. I am in good physical health and fitness such as to allow participation in the program. In the event of possible injury, I give permission for EKU to authorize the administration of emergency medical care to me.

I must inform climbing wall staff of any existing medical conditions that might affect my safe participation in this program. I must inform climbing wall staff if I am allergic to any medications. I must inform climbing wall staff if I am currently pregnant or have given birth in the last 6 months. I must inform climbing wall staff if I have had a kidney transplant.

Therefore, in consideration of being allowed to use the EKU Climbing Wall, I knowingly and voluntarily assume all risks involved in my participation, and do hereby release EKU and its Regents, officers, employees, and agents from any and all liability, damages, costs and expenses arising out of or relating to bodily or psychological injury, loss of life or personal property that may occur as a result of participating in this program.

I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation in the program.

I grant EKU and persons acting through it, the rights to use, reproduce, assign, and/or distribute photographs, films, videotapes, and sound recordings of myself or my child for use in materials it may create.

The terms of this agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Signature of Participant REQUIRED

Signature of Parent or Guardian (If under 18)

Address

City

State Zip

PLEASE SIGN FRONT AND BACK OF FORM!!!

Climbing/Bouldering Wall Regulations:

General Climbing Wall Rules:

- Climbing Shoes Only
- No Loose Chalk
- Remove rings and jewelry
- Empty your pockets before climbing
- Be courteous to other climbers
- Only staff may alter the wall
- All climbers must check in
- Personal harnesses must be approved by staff
- No food or drinks on the mats

Roped Climbing Rules:

- Check your knot, harness, and belay device
- Use proper commands (on belay, climbing, etc...)
- Do not climb over or under other climbers
- Report loose holds/issues to staff
- Tie long hair back when climbing and belaying
- Do not put fingers in bolt hangers
- Grabbing the top/sides of the wall is dangerous
- Bouldering climbers yield to roped climbers
- Are you on the right rope?

Bouldering Rules:

- Use spotters
- Don't go past the yellow line
- Do not sit/lay on the pads
- Know where you're going to land
- Don't hog the wall
- No topouts (occasional exceptions)
- Brush your chalk
- No dynos off the mats

STAFF RESERVE THE RIGHT TO DENY ACCESS TO THE WALL

I have read and agree to follow the above regulations while using the EKU Indoor Climbing Wall.

Signature: _____ Print Name: _____

Guardian Signature: _____ Printed Name: _____

#Single Kayak(s) _____ #Tandem Kayak(s) _____ #People _____

Cash Amt. \$ _____ Credit Card Amt. \$ _____ Rate _____ % Check-in time _____

Section above to be completed by staff

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration for participating in any and all **Kentucky Paddle Adventures LLC**, (hereafter know as KPA) programs, events and activities, I the undersigned, acknowledge, understand, and agree that:

The risk of injury from participation in these activities is significant, including but not limited to permanent paralysis and death. I acknowledge that this is a wilderness environment and that unpredictable hazards and injuries may occur, including, but not limited to; capsizing boats, lightning, rain, hail, dangerous wildlife, animal and insect bites or stings, drowning, falling trees, tree limbs and any and all acts outside of human control ("Acts of God"). I further understand that my participation exposes me to potential injury or death from the actions of other people and participants. I understand that KPA provides **NO LIFEGUARD or GUIDES** and that if I participate in KPA activities, I do so at my own risk. **I ASSUME SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF KPA** or others, and assume full responsibility for my participation. I acknowledge and agree that KPA is not responsible for my lost, stolen or damaged property and that any legal action that may arise as a result of my participation will be held at the court nearest to KPA.

I will abide by the **ZERO TOLERANCE POLICY** regarding the use of illegal drugs and/or alcohol. I understand that any act deemed unsafe or inappropriate by KPA will result in me and my party being removed from KPA property without refund. I understand that I am responsible for returning all equipment rented by me and hereby agree to replace lost or damaged equipment at the following rates: **PFD \$30, Kayak Paddle \$45, Tandem Kayak \$500, Single Kayak \$400.** _____ INITIALS.

***PET NOTICE (Lake Reba only):** I will keep my pet(s) on a leash, control and supervise at all times. I agree that I am solely responsible for any legal fees, action or compensation demanded by plaintiffs, courts, attorneys or medical agencies that may arise as a result of the actions of myself and/or my pet(s). _____ INITIALS.

I, for myself, and on behalf of my heirs and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS KPA**, the City of Richmond Ky., Natural Bridge State Park, their employees, also insured's, other participants, and owners and lessors of premises used, from any and all claims, demands, losses, and liability arising out of, or related to any **INJURY, LOSS, DISABILITY OR DEATH** I may suffer, or loss or damage to persons or property, even if **ARISING FROM THE NEGLIGENCE OF KPA** or others, to the fullest extent permitted by law.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ X _____
Printed Name of Participant Signature of Participant Date Age

FOR PARENTS/GUARDIANS OF PARTICIPATING MINORS. I certify that I am the parent/guardian with legal responsibility for the above named participant, and that I consent and to his/her participation in any and all activities and events, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless KPA from all liability incidents to my minor child. **EVEN IF ARISING FROM THE NEGLIGENCE OF KPA**, to the fullest extent permitted by law.

X _____ X _____
Printed Name Parent/Guardian Signature Parent/Guardian Date

