

AGREEMENT TO PARTICIPATE, RELEASE, COVENANT NOT TO SUE AND ASSUMPTION OF RISK

***PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A
RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS***

In consideration for my child being permitted to participate in horseback riding, canoeing biking, sailing, and other activities at Pilgrim Center, I (we) _____, parent(s) and/or legal guardian(s) of _____, or, on behalf of myself, a legal adult eighteen years of age or older, agree to the following provisions:

Acknowledgment of Risks

I understand that there are numerous risks associated with participation in camping activities which may include (but are not limited to) hiking, horseback riding, biking, outdoor camping, challenge course activities, canoeing, swimming, boating, sailing, crafts and transportation to and from camp activities. I recognize that accidents occur, including but not limited to mild or severe bodily injury, illness and death. For this and other reasons, the risks cannot be eliminated, altered or controlled. Some, but not all, of the specific risks include:

- Weather Conditions which may change rapidly and unpredictably, causing injury directly (sunburn, hot/cold temperature extremes) or by affecting other factors (performance of equipment may be impaired).
- Equipment used in the activity may break, fail or malfunction despite reasonable maintenance and use. Some equipment may cause injury even when used as intended. Persons using equipment may lose control of such equipment and cause injury to themselves and others.
- Some activities take place in a natural environment, where unexpected and unmarked objects and conditions create risks of injury or death from falling, tripping, etc., insect or animal contact, and potentially harmful vegetation.
- Activities in or near water involve risks of injury, illness and drowning. Lakes, ponds, rivers, and other bodies of water present risks of water movement, subsurface conditions, cold water temperatures, water impurities and the like. There is also the risk of falling from or being struck by a water craft.
- Horses may act unpredictably, they may rear up, throw riders off, bite, fall, or behave in other unpredictable ways. There is also a risk of falling off a horse as well as other unforeseen or unpredictable events.
- Motor vehicle accidents may occur in the course of transporting camp participants to/from other locations.

These are some but not all of the risks inherent in camping activities; a complete listing of all risks is not possible. There are also some risks which cannot be anticipated.

Counselors, staff, and guides will use their best judgment in determining how to react to circumstances including the aforementioned and other unpredictable, natural phenomena.

Expectations of Participant

Each Participant is:

- expected to obey the leader or supervisor assigned and all posted rules and regulations, especially those designed to limit injury to the participant or other participants.
- expected to assist by informing/alerting the group leader(s) to situations which may cause injury to themselves and other participants.

Special Requirements

Each Participant should provide satisfactory clothing, including applicable footwear. Pilgrim Center does not provide and assumes no responsibility for personal clothing, personal gear and the like and/or injury arising from the Participants' lack of, use or misuse of same. Participants in bike trips sponsored by Pilgrim Center are expected to bring their own bike in good, safe working condition.

I agree that there are no physical, emotional or mental problems or limitations associated with my child's participation in camp activities, except as disclosed by me in writing to the management staff at Pilgrim Center. In my judgment, any limitations my child may have will have no impact on their judgment and participation in activities at camp.

The physical rigors involved require that each Participant be of sound health considering the activities involved. I acknowledge that my child's health status is suitable for camp activities.

The providing of primary health insurance and related insured or uninsured costs is the responsibility of the Participant/Parent. Pilgrim Center assumes no responsibility for payment or reimbursement for such costs.

Release, Covenant Not To Sue, Waiver of Liability and Indemnification Provisions

I, on behalf of myself or my minor child (participant), hereby release and waive any claim of liability against Pilgrim Center, United Church Camps, Inc., Mekan River Outfitters, and all other individuals or organizations which may provide program, activities leadership, or transportation and their agents, employees, officers, directors, shareholders, successors and assigns with respect to any injury, illness, damage or death, occurring to my child while he/she participates in any and all activities that are a natural incident of my child's/my participation.

I hereby agree to indemnify and hold harmless Pilgrim Center, United Church Camps, Inc., Mekan River Outfitters (and all other individuals vendors, or organizations which may provide program, activities, leadership, or transportation) and their agents, employees, officers, directors, shareholders, successors and assigns with respect to any claim asserted by or on behalf of my child as a result of injury, illness, damage or death.

If any part of this agreement is found to be null and void the action shall not void any other part of this agreement.

Consent and Signatory Acknowledgments

Participant (including Minors)

I have read and my parents have explained the terms of this agreement, and I agree to abide by the terms of the Agreement and recognize my personal responsibility for my conduct.

Signature of Participant _____ Date _____

Parent (of Minors)

I have read and fully understand the terms of this Agreement, and explained its terms to my child. I am also aware that my minor child has signed the above release. I give my permission for my child to participate in all camp activities, including those described. **I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

In my absence or inability to communicate with emergency and hospital personnel, I hereby grant the Pilgrim Center the authority to release, for the purpose of providing medical treatment, my child to the care of medical personnel or physicians as the management staff at Pilgrim Center determines as reasonably appropriate.

This is a two page document. Both pages must be present.

Signature _____

Date _____

Signature _____

Date _____

Note: All parents and/or guardians must sign this form

Received by Pilgrim Center _____

Date _____

Copies of this form shall carry the same legal authority as the original document