

Student's Name _____

Student's Grade _____



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of participation in the Red Rocks Church **Junior/Senior Retreat**- (herein- after referred to as "**Junior/Senior Retreat**"), the undersigned (hereinafter "Releasor") agrees as follows:

1. I am the "Participant" or parent and/or legal guardian of the "Participant" (listed below). I have the legal authority to enter on behalf of Participant into this Release and Waiver of Liability, Assumptions of Risk and Indemnity Agreement (hereinafter the "Agreement"), with the intent to enter into a legally binding agreement, on behalf of Participant. I understand and agree that participation in **Junior/Senior Retreat** activities and events (hereinafter referred to as "Activities") is voluntary and is conditioned upon my acceptance of registration and this Agreement, which will waive certain rights for both myself and Participant. Participant has requested to participate in the Activities and I, for myself and on behalf of Participant, agree as follows:
2. I understand the nature of the Activities and I hereby represent that Participant is qualified, in good health, and in proper physical condition to participate in such Activities. I give my permission and consent for Participant to take part fully in all Activities. I further represent that I have received clearance from Participant's medical doctor that Participant is medically allowed to participate in the Activities and that there are no medical limitations on Participant's ability to participate in the Activities. I acknowledge that if I and/or Participant and/or any physician treating Participant believe the Activities are unsafe for Participant, I or Participant will immediately notify rry@redrockschurch.com) and will discontinue Participant's participation in the Activities.
3. I fully understand that the Activities involve risk of serious bodily injury, including permanent disability, paralysis and death, which may be caused by Participant's conduct, by the conduct of others participating in the Activities, by the conditions in which the Activities take place, or by the conduct of the "Releasees" (identified below). I understand that the risks of participating in the Activities may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Releasees. I also fully understand and acknowledge that there may be other risks arising from or associated with the Activities either not known to me or not readily foreseeable at this time and I on behalf of myself and Participant fully accept and assume all such risks and all responsibility for losses, costs, and damages that I and/or Participant may incur as a result of Participant's participation in **Junior/Senior Retreat** and its Activities.
4. In consideration for Releasee's provision of the opportunity to participate in **Junior/Senior Retreat**, I for myself and on behalf of Participant, hereby forever release, discharge, and covenant not to sue Red Rocks Church, their respective agents, officers, directors, employees, volunteers, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activities takes place, (collectively and individually referred to herein as "Releasees") from all liability, claims, demands, losses, or damages on my account or on account of Participant caused or alleged to be caused directly or indirectly, in whole or in part by the Releasees conduct or Releasees failure to act or make safe or in any way arising from or related to Participant's participation in **Junior/Senior Retreat** and the Activities or otherwise, including, but not limited to, rescue operations.
5. I further agree that if, despite this Agreement I, or anyone on my and/or Participant's behalf makes a claim against any of the Releasees, I will indemnify and save and hold harmless each of the Releasees from any loss, liability, damage, or cost which any may incur as a result of such claim. Releasor shall indemnify, defend and save and hold harmless, Releasees from and against all fines, penalties, claims, losses, costs, damages, suits and expenses including, but not limited to, attorney's fees, court costs and expert fees resulting from, caused or contributed by or in any way relating to or arising out of Participant's participation in **Junior/Senior Retreat** the Activities.
6. In the event of Participant injury, accident, or illness, I consent to Participant receiving emergency medical care and treatment as deemed advisable in the best judgment of appropriate Red Rocks Church personnel and/or appropriate

medical professionals. If necessary, I authorize appropriate Red Rocks Church personnel to consent to such medical care and treatment on Participant's behalf. I agree to assume liability for any and all medical costs incurred as a result of Participant's participation in the Activities that are not covered by insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Releasees from all liability for such costs.

7. I grant permission to Red Rocks Church to use Participant's photograph and/or any other record of Participant's participation in the Activities for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of Participant captured during the Activities by Red Rocks Church, its affiliated entities or contractors, and/or the media become the sole property of Red Rocks Church. I grant the right, permission and authority to Red Rocks Church to use Participant's name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Red Rocks Church, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.
8. I agree that this Agreement is governed by Colorado law and is intended to be as broad and inclusive as Colorado law permits. I agree that all disputes arising out of this Agreement that cannot be resolved within thirty (30) days after receipt of written notice from one party to the other shall be settled by biblically based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (ver. 4.3, 10/01), a division of Peacemaker (R) Ministries. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. I understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive my right to file a lawsuit in any civil court against Releasees for such dispute, except to enforce an arbitration.
9. The above-described release, discharge and covenant not to sue is made on my own behalf and on Participant's behalf and on behalf of my and Participant's heirs, executors, administrators, legal representatives and assigns and I recognize that my signature on this Agreement binds all such parties as well as myself.
10. I acknowledge that I have had the opportunity to review this Agreement with participant and with any advisor(s) of my choosing, including legal counsel, before signing it.
11. I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and fully understand it. I acknowledge that I am giving up substantial rights - my own and/or those of Participant - by signing this Agreement and have signed it freely, voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and that I have had an opportunity to consult with an attorney regarding the terms and advisability of signing this Agreement. I also agree that if any portion of this Agreement is held to be invalid, the balance of the agreement, notwithstanding such portions invalidity shall continue in full force and effect.

PARTICIPANT NAME: _____ AGE: _____
(Print)

PARTICIPANT NAME: _____ DATE: _____
(Signature)

PARENT/GUARDIAN: _____ EMAIL: _____
(Print if applicable)