

KNOCKERBALL™
Get in the Ball
CHATTANOOGA

ACTIVITY WAIVER *Read carefully before signing*

Activity: KNOCKERBALL

Date: July 8-10, 2016	Print Name of Participant:
Location: Ocoee Ridge Camp	Participant Address:

ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT

AS A CONDITION OF PARTICIPATING IN THE ACTIVITY AT THE LOCATION, YOU ARE SIGNING THIS AGREEMENT, AND ARE GIVING UP FOREVER YOUR RIGHTS TO SUE COMPANY (KNOCKERBALL CHATTANOOGA) FOR ANY REASON WHATSOEVER FOR ANYTHING OCCURRING AT THE LOCATION OR DURING THE ACTIVITY.

The Participant being fully aware of the INHERENTLY DANGEROUS risks and hazards inherent upon participating in the Activity at the Location, hereby elects voluntarily to engage in the Activity and enter upon said Location. The Participant hereby voluntarily assumes all risks of loss, damage, or injury, including death that may be sustained by the Participant, or any property of the Participant, while engaged in the Activity at the Location.

In consideration of being permitted to enter upon the Location and/or engage in the Activity, Participant, being of lawful age does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenants not to sue, any person or entity including but not limited to Company, and all who or which succeed to Company's interest, and it's officers, directors, members, managers, shareholders, agents, employees, independent contractors, paramedics, health care providers, security, personal representatives, promoters, sponsors, advertisers, owners, lessees, lessors, guests, customers, spectators or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as "RELEASEES," for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time, for all manner of loss or damage, and any claim for loss or damage, known or unknown, on account of injury to the person or property of Participant or resulting in the death of Participant whether caused by negligence, or gross negligence of "RELEASEES" or for any reason whatsoever including, but not limited to, Participant engaging in the Activity at the Location.

Participant assumes full responsibility for, and risk of, bodily injury, death or property damage due to the negligence or gross negligence of RELEASEES or otherwise, while in or upon the Location and/or while engaging in the Activity.

Participant agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Location is located and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEE and each of them from any loss, damage, attorney fees, costs of litigation, or any other costs they may incur due to Participant's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to Participant's participation in the Activity at the Location.

RELEASOR UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.

This Agreement contains the entire agreement between the parties and the terms of this Agreement are contractual and not mere recital. Participant further states that he or she has carefully read this Agreement and knows the contents of and signs this Agreement as his or her OWN FREE ACT.

Driver's License Number: _____

Emergency Contact (person) _____

Emergency Contact Phone #'s _____

E-mail address: _____

Parent/Guardian Signature if Participant under 18 years old _____

Signature of Participant: _____

Read Carefully - Waiver and Release of Liability

In consideration of Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters and the State of Tennessee furnishing services and/or equipment to enable me to participate in whitewater boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure activities, I agree as follows:

I fully understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers and hazards and such exists in my use of whitewater river and/or climbing equipment and my participation in whitewater rafting / boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Adventures Unlimited, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment and transportation to and from such activity sites, and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters, the State of Tennessee, or by any other person.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters, the State of Tennessee, and their owners, agents, officers, guides and employees, and owners and/or lessors of premises used to conduct the activity from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may rise out of my use of whitewater river and/or climbing equipment and my participation in whitewater rafting /boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by owners, agents, officers or employees of Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters and the State of Tennessee, and owners and/or lessors of premises used to conduct the activity.

If I am a parent of a child participating in the use of whitewater, river and/or climbing equipment and/or participation in whitewater rafting/boating, bus/van transportation or other conveyance, nature and wilderness trips, climbing wall and other adventure activities, I specifically agree to hold harmless and indemnify Adventures Unlimited, the United States, Tennessee Valley Authority, Ocoee River Outfitters Association, Hiwassee Outfitters, the State of Tennessee, and their owners, agents, officers, guides and employees and, owners and/or lessors of premises used to conduct the activity, against any claims or actions. My child is in good health and is at or above the minimum age stated by Adventures Unlimited for each activity in which he/she will participate. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems that will present any risk to his/her participation in the activities.

I permit the use of any photos, slides, films or sketches taken of me or my child during the day's activities for publicity, advertising, promotion or other commercial purpose.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE: IT IS MY INTENTION TO EXEMPT AND RELIEVE ADVENTURES UNLIMITED, THE UNITED STATES, TENNESSEE VALLEY AUTHORITY, OCOEE RIVER OUTFITTERS ASSOCIATION, HIWASSEE OUTFITTERS, THE STATE OF TENNESSEE, AND THEIR OWNERS AGENTS OFFICERS, GUIDES AND EMPLOYEES, AND OWNERS AND/OR LESSORS OF PREMISES USED TO CONDUCT THE ACTIVITY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature _____ Age _____ Today's Date _____

Name _____

Address _____ City _____ State _____ ZIP Code _____

If participant is under 18 years of age at the time of registration:

Parent or Guardian Name (print) _____

Signature of Parent or Guardian _____

Effective dates: September 2015 through August 2016

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Please print in ink

Student Name _____ Age _____ Birthday _____
LAST FIRST MIDDLE

Grade _____ ☐ Male ☐ Female Home email _____

Address _____ City _____ State _____ Zip _____

Home phone _____ Student cell _____

Medical insurance co. _____ **Policy #** _____

Mother's name _____ Home _____ Cell _____
Work _____

Father's name _____ Home _____ Cell _____
Work _____

Emergency contact _____ Home _____ Cell _____
Work _____

Physician _____ Office phone _____

Dentist _____ Office phone _____

Medical History

If necessary, describe in detail the nature and severity of any physical and/or psychological ailment, illness, propensity, weakness, limitation, handicap, disability, or condition to which your child is subject and of which the staff should be aware, and what, if any, action of protection is required on account thereof. Submit this notification in writing and attach it to this form. Include names of medications and dosages that must be taken.

Check the following areas of concern for this student. If necessary, add another page with details.

1. For your child's safety and our knowledge, is your student a:
☐ good swimmer ☐ fair swimmer ☐ non-swimmer

2. Does your child have allergies to:
☐ pollens ☐ medications ☐ food ☐ insect bites ☐ none known

If so, please list:

3. Does your child suffer from, has ever experienced, or is being treated currently for any of the following:

☐ asthma ☐ epilepsy/seizure disorder ☐ heart trouble ☐ diabetes
☐ physical handicap ☐ frequently upset stomach ☐ none known ☐ other _____

If so, medications: _____

4. **Date of last tetanus shot** _____ 5. Does your child wear ☐ glasses ☐ contact lenses

6. Please list and explain any major illnesses the child experienced during the last year.

Additional comments:

Should this child's activities be restricted for any reason? Yes / No. If yes, please explain:

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For your information, we expect each student to conform to these rules of conduct.

- Participate with the group.
- Respect property.
- Respect one another, staff, and adult leaders.
- Respect and comply with event schedules.
- No students can drive.
- No possession or use of alcohol, drugs, or tobacco.
- No fighting, weapons, fireworks, lighters, or explosives.
- No offensive or immodest clothing.
- No boys in girls' sleeping quarters and no girls in boys' sleeping quarters.

Students who fail to comply with these expectations may be sent home at their parents' expense.

I, the student, have read the rules of conduct, the above evaluation of my health, and permission to participate in youth group activities. I agree to abide by the stated personal limitations and code of conduct.

Student signature _____ Date _____

Activities may include, but are not limited to: cookouts, boating, water skiing, swimming, basketball, rollerskating, rollerblading, games in the park, soccer, broomball, ice skating, volleyball, softball, baseball, camping, downhill skiing, snowboarding, hiking, biking, concerts, Bible studies, golfing, miniature golf, hayrides. *Note: If you desire to limit your child's participation in any event, please submit your wishes in writing to the church youth pastor prior to that event.*

_____ has my permission to attend all youth activities
NAME OF STUDENT

sponsored by **First Baptist Church Opelika** from **September 2015** through **August 2016**.

DATE

DATE

This consent form gives permission to seek whatever medical attention is deemed necessary, and releases the Church and its staff of any liability against personal losses of named child where circumstances are outside the control of the Church.

I give my permission for my youth to participate in this church sponsored activity and, if necessary, to ride in the church vehicle for this activity. I understand that the First Baptist Church and any supervising adult or sponsor will provide all reasonable care and responsibility for my youth, but cannot be held liable for anything outside their control, such as acts of God or negligence due to others (namely those other than First Baptist Church and any supervising adult or sponsor) which reasonable care and responsibility could not avoid. However, if First Baptist Church and any supervising adult or sponsors are negligent in their care and supervision, they will be held accountable.

I/We the undersigned have legal custody of the student named above, a minor, and have given our consent for him/her to attend events being organized by the Church. I/We understand that there are inherent risks involved in any ministry or athletic event, and I/we hereby release the Church, its pastors, employees, agents, and volunteer workers from any and all liability for any injury, loss, or damage to person or property that may occur during the course of my/our child's involvement that is outside the control of the leadership of the event. In the event that he/she is injured and requires the attention of a doctor, I/we consent to any reasonable medical treatment as deemed necessary by a licensed physician. In the event treatment is required from a physician and/or hospital personnel designated by the Church, I/we agree to hold such person free and harmless of any claims, demands, or suits for damages arising from the giving of such consent. I/ We also acknowledge that we will be ultimately responsible for the cost of any medical care should the cost of that medical care not be reimbursed by the health insurance provider. Further, I/we affirm that the health insurance information provided above is accurate at this date and will, to the best of my/our knowledge, still be in force for the student named above. I/we also agree to bring my/our child home at my/our own expense should they become ill or if deemed necessary by the student ministries staff member.

Parent/guardian signature _____ Date _____