

Dillon Community Church Youth Ministry Activities
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in any Dillon Community Church Youth Ministry Activities (hereinafter the "Activity") shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older **OR** it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that the Activity can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**
2. The Undersigned understand, acknowledge and agree that in signing this agreement, the **Undersigned are expressly acknowledging and assuming ALL risks and dangers associated with the Activity that may result in property damage, injury and/or death.** The Undersigned agree and understand that the Activity may be conducted on or off of the Dillon Community Church premises. With respect to any and all off premise activities, the Undersigned understands that transportation and/or supervision may be provided by Dillon Community Church Youth Ministry Leaders and/or volunteers of the Dillon Community Church, and **agrees to release the Dillon Community Church, its pastors, employees, agents, and volunteer workers from any and all risks of transportation and/or supervision.**
3. The Dillon Community Church Youth Ministry **provides a wide range of activities that may be held on or off of the Dillon Community Church premises including, but not limited to:**

Ice Skating; Skiing; Snowboarding; Snow Tubing; Sledding; Paintball; Hiking; Biking; Climbing; Mountaineering; Swimming/Diving- Hot Springs/Hot Tub; Boating; Waterskiing; Wakeboarding; Rafting; Tubing; Go-Karting; Skateboarding; Long-Boarding; Camping; Bonfires; Volleyball; Dodgeball; Softball; Baseball; Basketball; Kickball; Ultimate Frisbee; Tennis; Trust Building Group Initiatives; Ropes Courses; Large Group Games; Elitches Amusement Park; and Water World.

Participant recognizes that injuries are a common and ordinary occurrence of the ACTIVITY. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE, INCLUDING THE NEGLIGENCE OF ANY ACTIVITY LEADER(S), PASTORS, EMPLOYEES, AGENTS, AND VOLUNTEER WORKERS.**

4. The Undersigned understands that there are **MODULAR SKATEBOARDING RAMPS located on the premises of the Dillon Community Church that are offered as an Activity.** The Undersigned understand, acknowledge and agree that in signing this agreement, the **Undersigned are expressly acknowledging that injuries are a common and ordinary occurrence of the ACTIVITY. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE OF ANY ACTIVITY LEADER(S), PASTORS, EMPLOYEES, AGENTS, AND VOLUNTEER WORKERS, AS WELL AS ANY AND ALL NEGLIGENCE IN THE DESIGN, CONSTRUCTION, MAINTENANCE, PLACEMENT, SETUP, AND UPKEEP OF THE RAMPS AND/OR THE PREMISES.**
5. In consideration of allowing the Participant to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** the Dillon Community Church or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignee, officers, directors, shareholders, and volunteer workers (each hereinafter a "Released Party") for any property damage, injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**
6. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Participant's participation in the activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of The Undersigned.

7. The Undersigned represent that the Participant is in good health and there are no special problems associated with his/her care. The Undersigned authorize any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Undersigned agree that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for Participant. Further, The Undersigned **agree to pay all costs** associated with such medical care and related transportation provided for Participant and **shall indemnify and hold harmless the Released Party from any costs incurred therein, or any claims originating therefrom.**

8. In consideration for allowing the Participant to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Participant's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT OF SUMMIT COUNTY, COLORADO, or in the FEDERAL COURT FOR THE STATE OF COLORADO.**

9. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, and that the minor Participant shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The Undersigned parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in the Activity.

10. By signing this agreement without a parent or guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

11. The Undersigned agree and understand that this release is applicable to each and every day Participant participates in the Activity.

12. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

Printed Name of PARTICIPANT

Signature of PARTICIPANT

Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1

Date

(_____) _____
Cell Phone

(_____) _____
Home Phone

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2

Date

Cell Phone

Home Phone

Emergency Contact: _____ (_____) _____
NAME/RELATION TELEPHONE