

Camp Living Stones, Inc. WAIVER and RELEASE of LIABILITY AGREEMENT

In exchange for participation in the activities organized by the Camp Living Stones, Inc.'s Adventure

Program, I _____, of _____ **AGREE** for myself and (if applicable) for the members of my family, to
(Print Name) (Print Name of Church/Organization attending)

the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted/verbal rules and warnings, and further agree to follow any oral instructions or directions given by the Camp Living Stones, Inc.'s staff, employees, and representatives.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are potentially hazardous risks associated with the above described activity and I assume full responsibility for personal injury; including, but not limited to, broken bones, paralysis, and death to myself and (if applicable) my family members. I further release and discharge Camp Living Stones, Inc. along with the Camp Living Stones, Inc. Board of Directors, Officers, and Successors for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Camp Living Stones, Inc. I understand that this release is signed whether injury is caused by the fault of myself; my family; Camp Living Stones, Inc. staff, employees, and representatives; or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Camp Living Stones, Inc. against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Camp Living Stones, Inc.
- 4. FEES.** I agree to pay for all damages to the facilities of Camp Living Stones, Inc. caused by any negligent, reckless, or willful actions by me or my family.
- 5. APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolve under Tennessee law.
- 6. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.
- 7. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- 8. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using an Alternative Dispute Resolution (ADR) procedure as agreed upon by the parties.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
- 9. MEDIA RELEASE.** I grant my permission to the Camp Living Stones, Inc. and their chosen affiliates to use any photographs, motion pictures, recordings, or any other record of this event for any legitimate purpose.
- 10. EMERGENCY CONTACT.** In case of emergency, please call _____.
(Relationship: _____) at _____.

I, _____, **HAVE READ THIS DOCUMENT IN ITS ENTIRETY AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

PARTICIPANT'S NAME

PARTICIPANT'S SIGNATURE

PARENT/GUARDIAN'S NAME

PARENT/GUARDIAN'S SIGNATURE

DATE

HOME ADDRESS