



## **BEAR TOOTH CHRISTIAN CAMP**

### **Release of Liability and Assumption of Risk**

#### **PERMISSION FORM AND AUTHORIZATION TO TREAT**

I realize there are certain risks associated with the activities at Beartooth Christian Camp. I give permission for my child/ward to participate in all activities at BCC. I acknowledge that my participation in activities and games entail known and unknown risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. The risks include, among other things, certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. These activities include, but are not limited to: volleyball, horseback riding, swimming, diving, slip and slide, climbing wall, zip line, paintballing, shooting, and archery may expose its participants to the usual risk of cuts and bruises or injuries. Other more serious risks exist as well. Participants may fall off the equipment, sprain or break wrists and ankles, and can suffer more serious injuries. Traveling to and from the zip line location, capture the flag, falling off the diving board, slip and slide etc... raises the possibility of any manner of transportation accidents. The zip line and other activities may be impacted by the weight, limitations, abilities etc... of the participant or any other factor seen or unforeseen which may contribute or increase the probability of injury or exposure to injury.

1. Cables, lanyards, trolleys, wheels, brackets and other associated equipment that may or may not be listed here may fail without notice causing injury or death. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.
2. Furthermore, BCC employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might become loose, out of adjustment, or malfunction. There is also a risk that BCC employees and volunteers, or their agents may be negligent in, among other things, monitoring and supervising use of its equipment and facilities and in the maintenance and repair of its equipment and facilities.
3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation or my child's participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to defend, indemnify and hold harmless RELEASED PARTIES from any and all claims, demands, or causes of action, which are in any way connected with my participation in activities, facilities and equipment, including any such claims which allege negligent acts or omissions of RELEASED PARTIES.
5. Should BCC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. This means that I will pay all of those attorney's fees and costs myself.

6. I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

7. In the event that I file a lawsuit against BCC, or their agents etc... I agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**8. If the participant is a minor, I agree** that this Release of Liability and Assumption of Risk agreement (“RELEASE”) is made on behalf of that minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. **I represent that I have full authority as Parent or Legal Guardian of the minor participant to bind the minor participant to this agreement.**

**9. If the participant is a minor, I further agree** to defend, indemnify and hold harmless BCC employees, volunteers and agents from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of RELEASED PARTIES, except injuries or damages caused by the sole negligence or willful misconduct of the party seeking indemnity.

10. The camper(s) listed below has my permission to be transported by BCC staff members or with a member(s) of the staff to and from Beartooth Christian Camp. And/or in an emergency vehicle, should an emergency occur. In the event of illness or injury, I authorize any member of the BCC ministry team to secure emergency medical treatment for my minor child/ward. I also understand that my insurance plan will be the primary payment of any treatment that is rendered to my child/ward.

11. I authorize the camp nurse and other medical providers to provide routine health care, and seek emergency medical treatment and to give my child/ward over-the-counter medication as needed from the camp medical supplies (this is in addition to the medications/vitamins your camper needs to take on a regular basis that are sent from home).

12. I give permission for photos of my child/ward to be used by BCC in promotional material.

13. In consideration of not being required to sign a fresh copy of this RELEASE before each visit, I further agree that this RELEASE shall apply to all future visits by me and by the minor participant until he/she is 18 years old in full, including Paragraphs 8 and 9.

14. Beartooth Christian Camp (BCC) Food Services makes every effort to identify ingredients that may cause allergic reactions for those individuals with food allergies. Items marked gluten friendly are made with no gluten containing ingredients. Effort is made to instruct our food production staff on the severity of food allergies. Because of the number of meals served and the number of items used each day, along with food product changes from our food vendors, it cannot be guaranteed that every allergen or nut based foods in the food served will be identified and labeled. The possibility that manufacturers of the commercial foods we use could change the formulation at any time, without notice also exists. Customers concerned with food allergies must be aware of this risk. BCC cannot assume any liability for adverse reactions to food consumed, or items one may come in contact with while eating at BCC campus. Students/Campers with life

threatening food allergies, who may need to use an epi-pen, should be carrying their own. BCC Dining staff is NOT trained to administer epi-pens and CANNOT provide or administer them. If BCC is able to accommodate a specific food accommodation there may be an additional charge. Please contact BCC with further questions or concerns.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against BCC, volunteers, or agents or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

By signing this document I authorize any photos of my child/ward to be used by BCC in promotional material.

Signature (Participant or Parent/Legal Guardian if under age of 18):

---