



Participant Agreement, Release, Acknowledgement of Risk

In consideration of the services of Camp Jabez Retreat Center their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as C.J.R.C.), I hereby agree to release, indemnify and discharge C.J.R.C. on behalf of myself, my children, my parents, my heirs, assign, personal representative and estate as follows:

1. I acknowledge that my participation in all C.J.R.C. activities, including outdoor adventure based activities (Including but not limited to: Paintball, Challenge Course, High and Low Ropes etc.), entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of these activities. I will follow all instructions and comply with all rules and regulations. Furthermore, C.J.R.C. staff, instructors, and facilitators 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 might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instruction, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks, both known and unknown, existing in these activities. My participation in these activities is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless C.J.R.C. from any claims, demands, or causes of action, which are in any way connected with any participation in these activities or my use of C.J.R.C.'s equipment or facilities, **including any such Claims which allege negligence acts of omissions of C.J.R.C.**
4. Should C.J.R.C. 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.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I have no medical or physical conditions which could interfere with my safety in these activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against C.J.R.C., I agree to do so solely in the state of Georgia, and I further agree that the substantive law of that state shall apply to that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in these activities, I may be found by a court of law to have waived my right to maintain a lawsuit against C.J.R.C. on the basis of any claim from which I have released them herein.

I had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print
name _____

Address: _____

Phone: _____ D.O.B _____
Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) (Minor) being permitted by C.J.R.C. to participate in its activities and to use its equipment and facilities, I further agree to Indemnify and hold harmless C.J.R.C. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print
name: _____