

LEONI MEADOWS CAMP*
NORTHERN CALIFORNIA CONFERENCE OF SEVENTH-DAY ADVENTISTS,
a California Non-Profit Religious Corporation

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND
RESPONSIBILITY, AND RELEASE FROM LIABILITY**

I, _____ on behalf of myself [and my minor child,
_____] (referred to individually and /or collectively as “Participant”) hereby agree to the Acknowledgment and Assumption of Risks and Responsibility, and Release from Liability (“Release”), as follows:

The Northern California Conference of Seventh-day Adventists, a California non-profit religious corporation, and its authorized agents, employees, and representatives (referred to herein, collectively, as “Church Entity”) provide organization, supervision, instruction, equipment and supplies for participation in its programs, including Leoni Meadows Camp*. However, there are significant elements of risk in any adventure, sport or activity associated with the outdoors, including environmental education, hiking, backpacking, horseback riding, ropes courses, rock climbing, boating or swimming, that may be carried out in the course of participating in this or other Church Entity programs (referred to herein as “Activity” or “Activities”) and the use of any related equipment. Any or all of these or other Activities may involve physical contact with employees and/or other participants. Church Entity may use independent contractors and/or lease independent lodging facilities for some services and accommodations. Church Entity does not assume any responsibility for any losses or injuries caused by acts or omissions of such persons or entities.

BASIC DESCRIPTION OF PROGRAMS AND RISKS: Church Entity programs include Activities such as camping in tents, stays in cabins or other lodging facilities, excursions, environmental education, hiking, horseback riding, backpacking, ropes and challenge courses, rock climbing, rappelling, ziplining, boating, whitewater rafting, swimming, eating meals while on trails, water skiing, sports, athletics, mountain biking, biking, go-karts, lake aquatics, staying one or more nights at a remote site away from camp, shelter building, service activities, games, snorkeling, night snorkeling and other nighttime activities, camp fires, and one-day programs. Participants may camp in Church Entity-provided tents or cabins and may assist Church Entity personnel and volunteers in food preparation.

ACKNOWLEDGMENT OF RISKS: Participant recognizes that there is inherent danger, foreseeable and unforeseeable, in these types of Activities. These risks may result in serious injury or loss of life, and include, but are not limited to, falling on uneven terrain or other surfaces, heat and cold weather-related injuries and other injuries or illnesses resulting from extreme weather conditions, excessive sun exposure, exposure to allergens, anaphylaxis, heat-related illnesses, altitude-related sickness, “acts of nature,” accidents resulting from river crossings, fordings, travel (including travel to or from the Activity), animals, insects, plants and vegetation, equipment failure, varying wind, water, and weather conditions, vector exposure, water-related hazards from snorkeling, boating, or other similar activities, and problems arising from a participant’s loss of balance or inability to follow directions. Participant acknowledges that he/she and/or his/her child may suffer accidents or illnesses in remote places where there are no available medical facilities. Participant can lessen the inherent risks posed by the Activities by carefully adhering to suggested equipment lists and following the directions provided by Church Entity. Participant understands that during part of Church Entity’s programs, minor Participants may at times, be under the supervision of teachers, chaperones and other adults who are not Church Entity employees

*Leoni Meadows Camp is not a separate legal entity. It is wholly owned and operated by the Northern California Conference of Seventh-Day Adventists, a California non-profit religious corporation.

and who have not been selected, and/or are not supervised, by Church Entity. Participant agrees Church Entity is not responsible for the acts or omissions of any such individuals. Participant acknowledges that Church Entity will do everything possible to accommodate Participant's needs, but that Church Entity cannot guarantee a peanut, tree nut, gluten, other allergen, or dairy-free environment, and cannot guarantee that other specific dietary restrictions will be accommodated and/or followed.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: PARTICIPANT HEREBY ACKNOWLEDGES AND ASSUMES THE ABOVE-DESCRIBED INHERENT AND OTHER RISKS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES ORGANIZED BY CHURCH ENTITY, AND UNDERSTANDS THAT THESE ACTIVITIES CAN BE HAZARDOUS AND INVOLVE THE RISK OF SEVERE INJURY OR DEATH. In recognition of the various risks relating to the Activities which Participant will engage in, both foreseeable and unforeseeable, Participant confirms that he/she and/or his/her child is/are physically and mentally capable of participating in all Activities and/or using all equipment. Participant acknowledges that, during any Activity, he/she and/or his/her child may experience symptoms such as fatigue, chill, and/or dizziness, which may diminish his or her reaction time or increase the risk of an accident. Participant's participation in any Activity is voluntary and Participant hereby assumes all risks and full responsibility, on behalf of all parties including myself, my child, and/or my child's heirs and assigns.

WAIVER AND RELEASE FROM LIABILITY: ON BEHALF OF MY CHILD, MYSELF, MY CHILD'S OTHER GUARDIANS AND MY CHILD'S HEIRS AND ASSIGNS, I/PARTICIPANT HEREBY ASSUME ALL RISKS AND FULLY AND FOREVER WAIVE, RELEASE AND DISCHARGE CHURCH ENTITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, INDEPENDENT CONTRACTORS, INSURERS, AGENTS AND ALL OTHER PERSONS, FIRMS, ASSOCIATIONS OR OTHERS WHO ARE OR MAY BE LIABLE IN ANY WAY ("RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION AND DAMAGES OF WHATEVER KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, GENERAL, SPECIAL, COMPENSATORY, AND PUNITIVE DAMAGES, FOR PERSONAL INJURY, PROPERTY DAMAGE, NEGLIGENCE OR WRONGFUL DEATH ARISING OUT OF, RELATING TO OR IN CONNECTION WITH ANY OF THE ACTIVITIES. PARTICIPANT SHALL NOT, EXCEPT FOR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES, BRING ANY CLAIM, DEMAND, LEGAL ACTION AGAINST AND/OR SUE THE RELEASEES FOR ANY ECONOMIC OR NON-ECONOMIC LOSS DUE TO BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ANY ENHANCEMENT OR INCREASE IN THE INHERENT RISKS OF PARTICIPATING IN THE ACTIVITIES.

MEDICAL AUTHORIZATION: Participant hereby authorizes any medical aid or treatment deemed necessary in the event of any injury or illness occurring to Participant while participating in the Activity. Participant either has appropriate insurance, or in its absence, agrees to pay all costs of rescue and/or medical services as may be incurred on Participant's behalf. Participant agrees to hold Church Entity harmless for any and all costs or liabilities so incurred.

MEDICAL RELEASE: Permission is granted for any x-ray, MRI, examination, anesthetic, medical or surgical diagnosis or treatment, and hospital service that may be rendered under the general or specific instruction of camper's physician or any physician the camp may call, whether such diagnosis or treatment is rendered at the office of camper's physician, at a licensed hospital, urgent care facility, or at the camp. It is further understood that this consent is given to authorize Church Entity or the physician to exercise his/her best judgment as to the requirement of such diagnosis or treatment. Participant also gives permission to the nurse/doctor to

give over-the-counter medications as disclosed by Participant, or as reasonably medically necessary, including but not limited to, pain medication, cold and flu medication, unless otherwise noted. This consent shall remain in continuous effect until revoked in writing or said minor is removed by the parent or guardian from the care of Church Entity Camp. Participant hereby authorizes any hospital or physician or any other person who has attended or examined said minor to furnish the camp's insurance company or its representative with any and all information on treatment, and copies of all hospital or medical records. A photostatic or electronic copy of this authorization shall be as valid as the original. Participant understands that if for any reason Participant has to leave camp, either for medical reasons or otherwise, Participant shall be responsible to immediately pick up camper from Church Entity's Camp. If Participant has additional medical/health needs, the specific information is included on a separate piece of paper which Participant has given to Church Entity.

AUTHORIZATION REGARDING USE OF IMAGES/RECORDINGS AND OTHER MATERIALS: In connection with his/her participation in the Activities, Participant consents to the recording of his/her physical likeness[es] and/or voice[s] through mechanical, photographic, technical, digital, electronic or other means that now exist, or may in the future exist, including, without limitation, still photography, motion pictures, videotape, audiotape, digital imaging, audio, and video ("Recordings"). Participant hereby consents to and authorizes Church Entity and its designees, successors and assigns to use, in perpetuity, throughout the universe, and in all now known and hereafter existing media, and in any language, such Recordings, as well as his/her name, for any purpose, including advertising, promoting, exploiting and/or publicizing the Activities and/or Church Entity, as well as for archival and other purposes. Participant further agrees that the foregoing includes the consent to use any artwork and/or testimonials created by Participant, his/her physical likenesses in any form, including, without limitation, a photograph, picture, artistic rendering, silhouette, composite, distorted representation or other reproduction by photograph, film, tape, digital recording or otherwise, and Participant waives any claim he/she/they may have in connection with the Recordings. In addition, Participant agrees that once any such materials are submitted, such material shall become the property of Church Entity.

HOLD HARMLESS: Except with respect to the gross negligence or willful misconduct of the Releasees, Participant hereby agrees to indemnify and hold harmless Releasees from and against any and all claims, liabilities, loss, damages, demands, actions and/or causes of action, including attorney's fees, costs and expenses of any kind, which may be made against them, or any of them, which arise in any way out of the actions of the Releasees, including the active or passive negligence of the Releasees while Participant is engaged in the Activities.

SEVERABILITY AND INTEGRATION: This Release is intended to be as broad and inclusive as is permitted by law and if any portion hereof is found by any arbitrator or court of competent jurisdiction to be invalid or unenforceable, or inconsistent with any statute or regulation pertaining to the National Park Service or the use of federal lands, any such portion shall be limited to the extent necessary to comply with such law or regulation, or, if necessary, shall be severed herefrom and the remainder of this Release shall, nonetheless, continue in full legal force and effect. This Release shall remain in full force and effect for all Activities or any portion thereof which do not occur on property controlled by a governmental agency that prohibits such releases. No amendment, modification or supplement to this Agreement shall be binding unless it is in writing and signed by Participant and Church Entity.

CHURCH ENTITY ACTIONS: Participant realizes that Church Entity, as a provider of goods and/or services, may find it necessary to terminate an Activity, whether due to forces of nature, medical necessities, problems in the group or other reasons that Church Entity, in its discretion, deems prudent. Participant also realizes that Church Entity may refuse or terminate the participation of any person that Church Entity, in its sole

discretion judges to be incapable of meeting the rigors or requirements of participating in the Activity. Participant accepts Church Entity's right to take such actions. Participant acknowledges that the weight limit for the zipline is 250 pounds.

I HAVE CAREFULLY READ THIS ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY, AND RELEASE, FULLY UNDERSTAND ITS CONTENTS, AND AM SIGNING IT VOLUNTARILY. I HAVE HAD ANY QUESTIONS CONCERNING THE PROGRAM AND ACTIVITIES ANSWERED TO MY SATISFACTION. I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF MY OWN CHOOSING CONCERNING THIS RELEASE AND UNDERSTAND THAT IN THE EVENT OF ANY ISSUE REGARDING ANY TRANSLATION OF THIS RELEASE, THE ENGLISH VERSION OF THIS RELEASE SHALL CONTROL.

I ALSO ACKNOWLEDGE THAT I HAVE READ THE CAMP BROCHURE INCLUDING ITS DESCRIPTION OF THE ABOVE LISTED PROGRAMS AND I AM FULLY SATISFIED WITH AND UNDERSTAND THE PROGRAM DESCRIPTIONS.

Participant's Name: _____

Date: _____

Signature of Participant _____

Name of Parent or Guardian _____

Date: _____

Signature of Parent or Guardian _____