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PROGRAM ACTIVITY RELEASE AND WAIVER OF LIABILITY

Ohio Baptist Camps, an Ohio nonprofit corporation d/b/a Skyview Ranch and Camp Patmos (the "Camp"), is owner/operator/sponsor of several activities, including, but not limited to, general camp activities, horseback riding, high adventure activities, swimming, giant swing, paintball, zipline, sailing, water sports, and volunteer work (collectively, the "Activities"), and is willing to permit the undersigned individual (the "Participant") signing this Agreement to participate in the Activities, upon the terms and conditions of this Agreement. All or some of the Activities may take place on the Camp's premises or property (the "Premises").

In consideration for being provided the ability to participate in the Activities and enter the Premises, the Participant hereby freely enters into this Program Activity Release and Waiver of Liability Agreement (this "Release"), and stipulates and agrees as follows:

1. **Use of Premises for Activities Only; Right to Refuse.** I understand and agree that I may only use the Premises for the Activities set forth in this Release at the dates and time specified by the Camp. I further agree that I am responsible for the proper use and care of the Premises and any of the Camp's property thereon, and that I will be liable for the replacement cost of any of the Camp's property which is damaged, destroyed or lost. I further acknowledge the Camp has the right to refuse and prevent my participation in any of the Activities, if the Camp reasonably deems such refusal advisable or necessary.
2. **Assumption of Risk.** I understand and acknowledge that the Activities may be dangerous and may involve the risk that I will sustain serious injury, temporary or permanent disability, death, and/or property damage. I understand that the Activities may not be supervised and that the Camp may not provide medical services. I further acknowledge that any injury I may sustain while participating in the Activities may be compounded by negligent or delayed medical service or negligent or delayed assistance by the Camp. Furthermore, I understand the danger and risk involved in lake travel to the Premises commonly known as Camp Patmos, and I expressly assume any and all risks and dangers related to such lake travel (including but not limited to travel via ferry). *I voluntarily and freely assume all risks and dangers that may occur because of my transportation to the Premises (e.g., lake travel), my use of the Premises, and my participation in the Activities, including the risk of injury, death, or property damage, even if caused by negligence of the Camp*.
3. **Release from Liability.** I hereby agree, on behalf of myself, my heirs, and my personal representatives, to fully and forever discharge and release the Camp and its affiliates, and their respective owners, directors, partners, agents, operators, managers, employees, contractors, volunteers, representatives, and agents ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my transportation to the Premises, my entry upon and use of the Premises and my participation in the Activities, whether caused by the negligence of the Camp or any of the Released Parties or by any other reason. I acknowledge and agree that this Release is intended to be, and is, a complete release, as much as allowed by law, of any responsibility of the Released Parties for all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or using the Premises or participating in the Activities.
4. **Covenant Not to Sue.** I agree, for myself and all my heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have because of any personal injury, death or property damage I may sustain while on or using the Premises or while participating in the Activities.
5. **Indemnification.** I hereby agree to defend, indemnify, and hold harmless the Camp and the Released Parties from and against any third-party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorney fees), and costs of any kind for any personal injury, loss of life, or damage to property sustained by reason of or arising out of my travel to the Premises, my use of the Premises, or my participation in any Activities.
6. **Medical Treatment Release.** I hereby authorize the Camp to secure, and I consent to, any medical treatment that may be given to me should the Camp determine, in its sole discretion, that I need medical care, because of my traveling to or being on the Premises, or from my participation in the Activities. I accept full responsibility for all costs related to my medical treatment, including any transport costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.
7. **Responsibility of Participant.** I acknowledge and agree that I am fully and solely responsible for travel to/from the Premises, and that the Camp is not responsible and has no liability concerning transportation to/from the Premises. Further, I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises or that I use during the Activities, and that the Camp will not be responsible for or provide any security for my property and personal belongings.
8. **No Representations by the Camp.** I acknowledge that the Camp makes no representation as to the condition of the Premises or the safety of the Activities or any equipment either on the Premises or used in the Activities. I accept and shall use the Premises, and its equipment, in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by the Camp or the Camp's employees, agents, sponsors, or representatives regarding this agreement or the Premises or Activities, except to the extent such representations are expressly set forth in this agreement.
9. **Use of Image, Likeness, and Testimony.** I authorize the Camp to photograph, videotape, record, or otherwise memorialize my image, likeness, voice, or depiction, and grant permission to the Camp to edit, crop, or retouch such photographs, sound recordings, or other items,

and waive any right to inspect or review the final products. I hereby consent to and permit the foregoing to be used by the Camp for any purpose, including but not limited to marketing, promotional, or educational purposes, and in any medium, including print and electronic. I understand that the Camp may use such items with or without associating names or other identifying information. I further (a) waive any claim for compensation of any kind for the Camp's use or publication of these items, and (b) fully and forever discharge and release the Camp from any claim for damages of any kind (including, but not limited to, invasion of privacy, defamation, false light, or misappropriation of name, likeness, or image) arising out of the use or publication of such photographs, sound recordings, or other items by the Camp. All grants of permission and consent, and all covenants, agreements and understandings contained in this provision are irrevocable

10. **Governing Law and Venue.** This Release will be governed by and interpreted in accordance with the laws of the State of Ohio, without giving effect to the principles of conflicts of law of such state. Any action arising out of this Release must be brought exclusively in, and Participant agrees to the exclusive personal jurisdiction of and venue in, the state and federal courts located in Holmes County, Ohio.
11. **Waiver.** No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
12. **Survival.** Any provision of this Release providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable.
13. **Compliance with Laws.** In the performance of the terms of this Release and use of the Premises, the parties shall comply with all applicable federal, state, regional and local laws, rules and regulations.
14. **Severability.** If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
15. **Entire Agreement; Modification; Binding Effect.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs, and legal representatives of the parties.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS AND THAT I UNDERSTAND I AM GIVING UP SIGNIFICANT LEGAL RIGHTS OF MINE, INCLUDING THE RIGHT TO SUE THE CAMP. I ACKNOWLEDGE THAT AT OR PRIOR TO SIGNING THIS AGREEMENT I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

Participant's Signature:_____ Date:_____

Participant's Printed Name: _____ Date of Birth: _____

Street Address: _____

City, State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email Address:_____

Emergency Contact: _____ Relationship: _____

Emergency Contact Phone:_____

Insurance Carrier and Policy Number: _____

Would you like to be added to the Camp's mailing list? □ Yes □ No

MINOR AGED PARTICIPANTS

All guests under the age of 18 at the time of participation must have a parent or guardian sign below.

I certify that I am the parent or legal guardian of the Participant, with legal responsibility for the Participant, and agree to this Release on behalf of and for the Participant. I further agree to indemnify the Released Parties from all liabilities resulting from this Release and the Participant's participation in the Activities for the Participant, myself, my heirs, assigns, and next of kin.

Parent's/Guardian's Signature:_____ Date:_____

Parent's/Guardian's Printed Name: _____

Street Address: _____

City, State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____

Email Address:_____