

Authorizations, Release & Liability Waiver

1. AGREEMENT TO PARTICIPATE

Name of Camp Participant ____

Group Name (If applicable):

Emergency contact: _____ Phone: _____

_____ I am above the age of 18 and I am signing this agreement as the camp participant (skip to section 2)

I, _________, am the parent or legal guardian of the Camp Participant, a minor. I hereby acknowledge that said minor (referred to as "my child" hereafter) is presently under my care, custody, and control. In that connection, I specifically represent that if there exists an order of custody from any court relating to my child that I have the authority to sign this Agreement under that order. Furthermore, I give my child permission to participate in all activities including, but not limited to, climbing, low ropes elements, high ropes elements, swimming, boating, diving, blobbing, water toys, water park, cable park, other waterfront activities, jumping pillow, archery, riflery, tomahawks, fishing, team sports, zip lining, and all indoor and outdoor events and activities. I understand all activities of Carolina Creek Christian Camps. I understand the aforementioned activities and events involve risk of bodily harm, injury, and/or emotional trauma. I also understand that my child will be at risk of being exposed to potentially deadly communicable diseases, such as COVID-19, and that accidents or illness can occur in places without medical facilities, physicians, or surgeons. I am aware of the risks and damages inherent with these activities and on behalf of myself and my child I knowingly and willingly assume the risk of injury and/or illness.

2. GENERAL RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to attend Carolina Creek Christian Camps and participate in the activities conducted by Carolina Creek Christian Camps, I, on behalf of myself, my child, my legal representatives, heirs, and assigns do hereby release, acquit, waive, hold harmless and forever discharge Carolina Creek Christian Camps and its staff, personnel, contractors, directors, officers, agents, or any of its representatives, of and from any and all loss, damage, claim, demand, action, or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury, personal injury, emotional trauma, illness, or exposure to potentially deadly communicable diseases such as COVID-19, known or unknown, death or property damage resulting or to result from any accident or exposure to communicable disease that may occur as a result of my or my child's participation in camp activities or any activities in connection with Carolina Creek Christian Camps, whether caused in whole or in part by the negligence (but not gross negligence or recklessness) of Carolina Creek Christian Camps' staff, personnel, contractors, directors, officers, agents, or any of its representatives or participants.

3. AGREEMENT OF INDEMNITY

FURTHER, IN CONSIDERATION OF THE RIGHT TO PARTICIPATE IN A CAROLINA CREEK CHRISTIAN CAMPS ACTIVITY, TO THE MAXIMUM EXTENT ALLOWED BY LAW, PARTICIPANT RELEASES, INDEMNIFIES, HOLDS HARMLESS AND AGREES NOT TO BRING ANY LAWSUIT OR CAUSE OF ACTION AGAINST CAROLINA CREEK CHRISTIAN CAMPS, ITS STAFF, PERSONNEL, CONTRACTORS, DIRECTORS, OFFICERS, AGENTS, OR ANY OF ITS REPRESENTATIVES (THE 'RELEASED PARTIES') FOR LIABILITY OR CLAIMS OF ANY NATURE, INCLUDING LOSS OR DAMAGE TO PROPERTY, PERSONAL INJURY, EXPOSURE TO COMMUNICABLE DISEASE, SUCH AS COVID-19, INFLUENZA, OR SIMILAR CONTAGION, OR DEATH, SUFFERED BY PARTICIPANT IN ANY WAY RELATED TO PARTICIPANT'S ENROLLMENT, PARTICIPATION IN, OR TRANSPORTATION RELATED TO A CAROLINA CREEK CHRISTIAN CAMPS ACTIVITY. IN ADDITION, PARTICIPANT AGREES TO INDEMNIFY THE RELEASED PARTIES (THAT IS DEFEND THEM, INCLUDING SATISFACTION OF LIABILITIES, COSTS AND ATTORNEY'S FEES) FROM CLAIMS BROUGHT BY PARTICIPANT, MEMBERS OF PARTICIPANT'S FAMILY AND ANY OTHER PERSON ARISING OUT OF PARTICIPANT'S PARTICIPATION IN. OR TRANSPORTATION RELATED TO A CAROLINA CREEK CHRISTIAN CAMPS ACTIVITY. THE CLAIMS WHICH ARE THE SUBJECT OF THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE THOSE ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTIES, EXCEPT NOT WHERE CAUSED BY ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTIES. THE ACTIVITIES INTENDED TO BE COVERED BY THIS AGREEMENT OF RELEASE AND INDEMNITY INCLUDE ACTIVITIES ON OR OFF CAROLINA CREEK CHRISTIAN CAMPS' PREMISES, INCLUDING TRANSPORTATION TO AND FROM CAROLINA CREEK CHRISTIAN CAMPS ACTIVITIES AND ON THE CAROLINA CREEK CHRISTIAN CAMPS' GROUNDS OR ANY PREMISES UTILIZED BY CAROLINA CREEK CHRISTIAN CAMPS FOR ANY OF ITS ACTIVITIES.

4. AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT

In case of the injury of myself or my child, Carolina Creek Christian Camps will try to notify whoever is listed as the emergency contact person. In the event the emergency contact cannot be reached, I hereby consent and give my permission to Carolina Creek Christian Camps staff, or any attending physician, to make emergency medical decisions, and perform such medical treatments and/or surgery on myself or my child that may, in their sole discretion, be deemed necessary and proper under the circumstances.

5. MISCELLANEOUS PROVISIONS

I, personally, and on behalf of my child, hereby give Carolina Creek Christian Camps permission to use my and/or my child's first name, photograph, quotations, and likeness in any advertisements or promotions performed in connection with the Camp and agree that neither I, nor my child, shall be entitled to any compensation for such use.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Any claim asserted against a Released Party by a guest or parent shall be brought exclusively in Walker County, Texas and the laws applicable thereto shall be those of the State of Texas, not including those laws which may apply the laws of another jurisdiction. This agreement is intended to be binding upon my, and my child's heirs, estates, executors, guardians, administrators, legal representatives, and assigns.

Adult/Parent/Guardian Signature:	Date: