



ADVENTURE WAIVER - Retreats

Rockfish Camp & Retreat Center

PARTICIPATION ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS and RELEASE AND INDEMNITY AGREEMENT

In consideration of the services of Camp Rockfish, and its chartering organization, NC United Methodist Camp & Retreat Ministries, INC., and each of their respective agents, employees, officers, directors, trustees, affiliates, representatives, independent contractors, volunteers (including consulting physicians), and any and all other persons or entities acting under their direction and control associated with them (collectively referred to as "ROCKFISH"), participant (and parent or guardian of a participant) acknowledges and agrees as follows:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I understand that participant and/or parents share the responsibility for participant's safety, for managing the risks and for determining the participant's suitability for the program in which he/she will participate. I have accurately completed any required ROCKFISH application and medical forms and have reviewed all ROCKFISH program information provided to me. I agree to obey all ROCKFISH rules, regulations, and policies. I have no mental or physical problems or limitations that might affect my ability to participate that have not been disclosed to ROCKFISH in writing, I had the opportunity to ask question about the program activities and the risks of the program in which I will participate.

I understand and acknowledge that the program(s) in which I will participate has risks and it is impossible to anticipate every activity in which I will engage. The activities will depend on the program but may be physically strenuous. These activities may be instructional, educational, or adventurous and may include but are not limited to: hiking, archery, BB guns, skate park, camping, including cooking over stoves, open fires or by other means; ropes and/or challenge courses (traversing ropes suspended off the ground, potentially at great heights, zip lines and other such activities); physical problem-solving activities; rock, wall or tower climbing; rappelling; water activities including rafting, canoeing, kayaking, or swimming; vehicle travel, and rescue scenarios (real or simulated). I understand that I may engage in other activities not listed above. Activities may take place in North Carolina or other parts the United States. Participants may also be in urban or other areas with exposure to individuals who are not under ROCKFISH's supervisions or control. The planned program may be modified for any number of reasons, including convenience, weather, emergencies, or unexpected conditions.

It is impossible to know or list every risk associated with every activity. Some, but not all, of the risks I may encounter include: unpredictable or harsh weather; lightning, exposure to extreme temperatures (high heat or cold); drowning; wild animals and marine life; improper or malfunctioning equipment; slipping, falling or being struck by objects or persons; risks caused or complicated by any mental, physical, or emotional conditions any participant may have; physical contact with other participants or other individuals; and other natural or man-made hazards. Another risk is the potential misjudgment by ROCKFISH instructors, volunteers, other staff members, co-participants or contractors related to my participation, including but not limited to decisions regarding my physical condition and capabilities, weather, water, terrain, route or medical treatment. All of these risks are inherent to the activities in ROCKFISH's program, which means that they cannot be changed or eliminated without altering the essential elements of the activity.

I acknowledge that participating in any ROCKFISH program involves inherent risks and other risks, hazards and dangers including some not listed above that can cause or lead to death, injury, illness, property damage, mental or emotional trauma, or disability. Furthermore, activities may take place several hours or days from any medical facility or where communication, transportation, or evacuation is subject to delay. I understand that ROCKFISH cannot assure my safety and does not seek to eliminate all of these risks of the activities of my ROCKFISH program, whether inherent to and whether described or not.

Parent/Guardian Initials: _____

Participant Initials: _____

RELEASE AND INDEMNITY AGREEMENT

I release ROCKFISH from, and agree not to pursue, claim, or sue ROCKFISH for any liability, claim, suit, or expense in any way associated with my enrollment or participation or the use of any equipment or facilities in the ROCKFISH program. Neither I, nor anyone acting on my behalf will make a claim against ROCKFISH as a result of any loss, injury, illness, damage, or death suffered. This release includes any losses caused or alleged to be caused, in whole or in part, by the negligence of ROCKFISH to the fullest extent by law and includes claims for breach of contract or any other type of suit. I do not waive any claims for gross negligence or willful or wanton conduct.

I further agree to defend and indemnify ROCKFISH (to pay or reimburse ROCKFISH for money it is required to pay, including attorney fees and costs) with respect to any and all claims brought by or on behalf of me, a family member, a co-participant, or any other person for any claims related to my participation in the program or my use of equipment or facilities, including claims that ROCKFISH instructors, staff, or volunteers were negligent. However, I do not agree to indemnify ROCKFISH for claims of gross negligence or willful wanton conduct.

ADDITIONAL PROVISIONS

I agree that the substantive law of North Carolina governs this document and any dispute or suit I have (or my child has) with ROCKFISH regardless of the "conflict of law" rules. Any mediation, suit, or other proceeding must be filed or entered into only in North Carolina. I agree to pay all attorney fees and costs incurred by ROCKFISH in defending a claim or suit if the claim is withdrawn or to the extent a court determines that ROCKFISH is not liable for the injury or loss.

The assumption of risks, release, indemnity agreement, and all other provisions in this document are intended to be interpreted and enforced to the fullest extent allowed by the law. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect of the enforceability of the remaining provisions, which shall continue in full force and effect. ROCKFISH has permission to use my photo or image for sale or reproduction in any manner it desires, including advertising, display, or social media. ROCKFISH reserves the right to remove any participant from the program when staff or an instructor believes, in his/her sole discretion, the participant presents safety concern or medical risk, is disruptive or acts in any manner detrimental to the program. If I am dismissed or depart for any reason, I will be responsible for all costs of early departure whether for medical reason, dismissal, personal emergencies, or otherwise.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS DOCUMENT. I UNDERSTAND THAT I AM SURRENDERING CERTAIN LEGAL RIGHTS. I AGREE THAT THIS FORM SHALL BE BINDING ON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

*If participant is under the age of 18 at the time this document is signed, a parent or legal guardian must sign the release **in addition** to the participant's signing.*

Participant's Printed Name: _____		
Participant's Signature: _____		
Date: _____	Phone: _____	Date of Birth: _____
Address: _____ City: _____ State: _____ Zip: _____		
TO READ AND SIGN BY PARENT/GUARDIAN OF MINOR		
I hereby represent that I am the parent or guardian of the minor whose name appears above, I have read and consent/agree to the terms and conditions herein, on behalf of said minor and myself.		
X _____	_____	_____
Guardian Signature	Print Name	Date

Emergency Contact while you are at Rockfish Camp and Retreat Center	
Name: _____	Relationship: _____
Cell Phone: _____	Alternate Phone: _____

Group Name:
Dates at Rockfish:

ROCKFISH CAMP & RETREAT CENTER'S RETREAT ADVENTURE WAIVER ADDENDUM

Adult Participant/Parent/Guardian Information (18 and older):

Full Name: _____ Date of Birth: _____
Address: _____
Phone: _____ Email: _____
If signing on behalf of Student, Relationship to Minor Participant: _____

Minor Participant Information (under 18 at time of signing):

Full Name: _____ Date of Birth: _____
Address: _____
Phone: _____ Email: _____

This RELEASE and IDEMNITY AGREEMENT ("RELEASE") must be signed by each adult or on behalf of each minor child/student who will be attending, working, volunteering, participating, chaperoning, or otherwise involved with Rockfish Camp & Retreat Center ("Rockfish") as part of _____ [RETREAT GROUP'S NAME]'s use of Rockfish. The failure to complete, sign, and return this RELEASE will prohibit you or your child from attending ROCKFISH.

Please read this RELEASE carefully. This is a contract and your signature below indicates that you have read and understand every provision of this RELEASE and that you unequivocally agree to all terms, conditions, and promises herein.

As used herein, the following terms are defined as follows:

- 1. "I", "Me", "My" or "the Participant" means the undersigned or, if signing on behalf of a Minor Participant, the above named Minor Participant.**
- 2. The "Property" means the camp property located at Rockfish Camp at 226 Camp Rockfish Road, Parkton, NC, and all of its aspects including, but not limited to, its location, condition, and features and its facilities, structures, and equipment located at or used by Rockfish Camp.**

As consideration for allowing the Participant to attend and participate at the Property with ROCKFISH, I agree and promise as follows:

RISK OF INJURY AND ASSUMPTION OF RISKS

I acknowledge that I am fully aware of all aspects of the Property, ROCKFISH, and all of its activities. I have been given ample opportunity to ask any questions which I may have about the Property, ROCKFISH, and the environments to which I may be exposed, and I understand that there are inherent risks of injuries, including death, arising from and in connection with My attending and participating at ROCKFISH.

Communicable Diseases/COVID-19. In light of the rapid development and spread of the novel virus COVID-19 and the resulting pandemic, I understand and agree that, as additional consideration for me and/or my child to attend or participate in any program on the property of ROCKFISH, it is necessary for ROCKFISH to take reasonable and unanticipated additional steps to protect the safety of its community. I understand and acknowledge that naturally occurring disease processes (including, but not limited to, the currently widespread novel virus COVID-19) can occur in all environments in which ROCKFISH activities take place. I acknowledge that, although ROCKFISH has taken reasonable measures to reduce the risks of contact, transmittal, and exposure of the virus between people (including between campers, program participants, employees, and third parties) and that it is ultimately my sole responsibility to ensure that I and/or my child takes appropriate actions to safe-guard ourselves. I understand and agree that by participating and/or by allowing my child to participate at CAMP ROCKFISH, I am accepting and assuming the risk that I or my child may be exposed and become ill as a result of COVID-19 and other communicable diseases and that it is an inherent risk of attending CAMP ROCKFISH programs this year.

RELEASE OF ALL CLAIMS

I, ON MY OWN BEHALF AND ON BEHALF OF THE MINOR PARTICIPANT, HEREBY RELEASE ROCKFISH CENTER, NC UNITED METHODIST CAMP & RETREAT CENTER MINISTRIES, INC., AND, IF ANY, THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, SHAREHOLDERS, ADMINISTRATORS, AGENTS, EMPLOYEES, STAFF, AND/OR VOLUNTEERS (COLLECTIVELY "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, SUITS, OR DAMAGES ARISING FROM, IN WHOLE OR IN PART, MY PARTICIPATION, ATTENDANCE, WORK, OR INVOLVEMENT WITH ROCKFISH CENTER OR THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH, ILLNESS, EMOTIONAL

DISTRESS, AND/OR CLAIMS ARISING FROM RESCUE, EMERGENCY RESPONSE OPERATIONS, AND/OR ANY MEDICAL CARE PROVIDED TO ME WHILE ATTENDING ROCKFISH.

INDEMNIFICATION

I FURTHER AGREE AND PROMISE, ON MY OWN BEHALF OR ON BEHALF OF THE MINOR PARTICIPANT, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS EACH AND ALL OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, SUITS, AND/OR ANY OTHER LEGAL DISPUTES THAT MAY BE BROUGHT BY ME OR ON MY BEHALF (INCLUDING ANY CLAIM BY A PARENT OR GUARDIAN OF THE MINOR PARTICIPANT) FOR ANY CLAIMS ARISING OUT OF MY PARTICIPATION, ATTENDANCE, WORK ,OR INVOLVMENT WITH OR AT ROCKFISH OR THE PROPERTY, WHETHER OR NOT SUCH CLAIM ARISES OUT OF THE ALLEGED NEGLIGENCE OF THE RELEASEES OF THE CONDITION OF THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY CLAIMS OR LIABILITY ACCRUING PRIOR TO SUCH TERMINATION.

RIGHT TO REFUSE AND EXPEL

I understand and agree that ROCKFISH reserves and retains the right, at its sole discretion, to cancel, reject, and/or refuse the participation of the Participant at ROCKFISH and that ROCKFISH can exercise this right at any time, including expelling the Participant while attending and/or participating at ROCKFISH. I further understand and agree that in the event ROCKFISH exercises this right, it may, at its sole discretion, retain or refund any and all deposits, fees, tuition, or other moneys paid for the Participant to attend ROCKFISH.

I further agree that in the event ROCKFISH believes that either I or my child may have been exposed to COVID-19 or any other communicable disease, ROCKFISH, in its sole discretion may require that I and/or my child be separated and quarantined from the ROCKFISH Property and community. I authorize and permit ROCKFISH to seek and take any and all reasonable steps, including medical intervention, in the event of my or my child's exposure.

INTEGRATION

I understand and agree that this RELEASE is a fully integrated contract and supercedes any and all oral and/or written expressions from anyone about ROCKFISH, whether given directly or indirectly to the Participant.

SEVERABILITY

In the event that any clause or part of this RELEASE is determined or found to be unenforceable by any court of competent jurisdiction, this finding shall not otherwise affect the validity or enforceability of the remaining parts of this Release.

MINOR PARTICIPANT AUTHORIZATION

I, the undersigned Parent/Guardian, state affirmatively that I have legal custody over the Participant, a minor child, and have complete authority to sign this RELEASE on the Participant's behalf. I have authority and permission to sign this on behalf of any other parent/guardian who has authority to make such agreements on the Participant's behalf.

ELECTRONIC SIGNATURE

By electronically signing this RELEASE, I agree that my signature below is the legally binding equivalent of my handwritten signature on paper. My electronic signature applies to all pages and terms of this Agreement.

Signature of Adult Participant or Parent or Guardian for Minor Participant

Print Name

Date: _____

RETREAT CONTRACT ADDENDUM PERTAINING TO COVID-19

ASSUMPTION OF RISK:

Communicable Diseases (COVID-19): In light of the rapid development and spread of the novel virus COVID-19 and the resulting pandemic, the Group understands and agrees that naturally occurring disease processes (including, but not limited to, the currently widespread novel virus COVID-19) can and do occur in all environments in which ROCKFISH activities take place. I acknowledge that, although ROCKFISH has taken reasonable measures to reduce the risk of contact, transmittal, and exposure of COVID-19 between people (including between program participants, employees, and third parties), it is ultimately the sole responsibility of the Group and its Participants to ensure that its Participants take appropriate actions to safe-guard themselves. The Group understands and agrees that by using ROCKFISH for its retreat, it is accepting and assuming all risks that its Participants may be exposed and become ill as a result of COVID-19 and other communicable diseases and that it is an inherent risk of coming to and using ROCKFISH.

RELEASE OF LIABILITY: The Group, individually and on behalf of its staff, employees, agents, volunteers and Participants, does hereby release the ROCKFISH CENTER, NC UNITED METHODIST CAMP & RETREAT CENTER MINISTRIES, INC., and, if any, their respective officers, directors, members, managers, shareholders, administrators, agents, employees, vendors, partners, staff, and/or volunteers (collectively "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, SUITS, OR DAMAGES ARISING FROM, IN WHOLE OR IN PART, PARTICIPATING GROUP'S PARTICIPATION AT OR USE OF THE ROCKFISH CENTER, INCLUDING ANY AND ALL CLAIMS ALLEGED FOR NEGLIGENCE OF THE RELEASEES, PERSONAL INJURY, ILLNESS, WRONGFUL DEATH, EMOTIONAL DISTRESS and/or CLAIMS ARISING FROM RESCUE, EMERGENCY RESPONSE OPERATIONS, and/or ANY MEDICAL CARE PROVIDED TO THE GROUP WHILE ATTENDING OR PARTICIPATING AT THE ROCKFISH CENTER.

Right to Refuse and Expel.

a. The Group understands and agrees that ROCKFISH reserves and retains the right, at its sole discretion, to cancel, reject, and/or refuse the Group's use of ROCKFISH and/or the participation of any Participant and that ROCKFISH can exercise this right at any time, including expelling the Participant while attending and/or participating at ROCKFISH. The Group further understands and agrees that in the event ROCKFISH exercises this right, ROCKFISH may, at its sole discretion, retain or refund any and all deposits, fees, tuition, or other moneys paid for the Participant to attend ROCKFISH. Upon the exercise of this right, the Group shall be responsible for the removal and transportation of the expelled Participant.

b. The Group further agrees that in the event that ROCKFISH believes that any Participant may have been exposed to COVID-19 or any other communicable disease, ROCKFISH, in its sole discretion, may require that the Group's Participants be separated and quarantined from the ROCKFISH community and property.

I am legally authorized on behalf of the Group to execute this Agreement binding the Group to its terms. I have read and understood all the terms and conditions set forth in this Agreement.

Printed Name _____

Date _____

Signature _____