

TIMBERLAKE

PARTICIPANT AGREEMENT, MEDICAL RELEASE & RELEASE OF LIABILITY

Participant Name: _____ (please print)

Parent/Guardian Name (if Minor): _____ (please print)

INITIAL below to indicate that you have read, understand, & agree to the section following your initials.

Parents/Guardians/Legal Representatives should initial on behalf of participating Minors after discussing each section with them, indicating that both the Minor & the Parent/Guardian/Legal Representative agree to each section.

____ I state that I am not now under the influence of any controlled substance (including alcohol), & that I will not be under the influence of any such substance when present at any activity sites or while participating in or using the Challenge Course, Climbing Structure or Adventure Based Activities. I realize that participating in/using the Challenge Course/Climbing Structure/Adventure Based Activities while under the influence of a controlled substance would endanger others and me. I further state that I shall not bring any controlled substance onto any activity sites.

____ I am aware that I might be photographed and/or videotaped during my participation, & authorize such photographs &/or videotapes to be used by Timberlake Ministries in training &/or promotional materials at any point in the future. I understand that my name will not be used &/or published in any way, & that I will not receive compensation for the use of such photographs &/or videotapes.

____ I give my consent to Timberlake employees & to emergency medical personnel to treat me if they deem it to be medically necessary. I authorize Timberlake employees & sub-contractors to secure such medical advice & services as they feel necessary for my health or well-being. I give permission for emergency anesthesia &/or surgery that might be necessary due to an illness or injury occurring during my participation.

____ I agree to accept financial responsibility for any medical expenses &/or loss of income not covered by my Insurance Policy that results from my participation in or use of the Challenge Course, Climbing Structure or Adventure Based Activities.

____ I understand that Challenge Course, Climbing Structure or Adventure Based Activities are, by their nature, physically & emotionally demanding, & that participating in these activities may involve risks such as walking, bending, twisting, pulling, lifting, running, jumping climbing, swinging, increased heart or breath rates &/or physical contact with others.

____ I understand that although the Timberlake staff will make every reasonable effort to minimize exposures to known risks, not all dangers & hazards can be prevented (i.e. cuts, bruises, scrapes, fractures, dislocations, fatalities, etc.).

____ I understand that my participation is voluntary & that I have the right & the responsibility to limit my participation in any activity that I believe will compromise my safety, & agree to notify a Timberlake employee if I have safety concerns. I understand that Timberlake practices the "Choose Your Challenge" philosophy. This means, if I choose to physically participate in any of the activities, I voluntarily assume all risks associated with such participation.

____ I understand that Timberlake staff has the right to deny my participation & that it is my responsibility as a Participant to follow the instructions, guidelines, & procedures established by the Facilitator(s)/Trainer(s). If, at any time, I do not understand or have not heard specific instructions given by the Facilitator(s)/Trainer(s), I realize that it is my responsibility to ask for clarification &/or assistance before any participation.

____ I understand & assume all dangers & risks (both known & unknown) associated with my presence at any activity sites or participation in or use of the Challenge Course, Climbing Structure or Adventure Based Activities & waive, release, & discharge Timberlake & their agents, officers, & employees from all any & all claims or causes of action arising from such presence or participation. I do hereby release Timberlake & its agents, officers, & employees from any & all liability, even if arising from the negligence of the releasees. I do hereby agree to indemnify & hold harmless Timberlake & its agents, officers, & employees for any accidents, injury, loss or damage of property, & from any legal fees that I may ever have as a direct or indirect result of said presence or participation. This release, indemnification, & waiver shall be construed broadly to the maximum extent under applicable law.

____ My signature on this document is also intended to bind my representatives, administrators, successors, heirs, next of kin & assigns on my behalf.

By signing below I am agreeing that I have carefully read & agree to all of the sections initialed above. I am also verifying that the information listed on the Health History Form is complete & accurate to the best of my knowledge. (Please additionally complete the Health History Form prior to signing this document).

Participant Signature _____ Date _____

(Minor must sign.)

Parent/Guardian/Legal Representative Signature _____ Relationship _____

Date _____ (Required if Participant is under 18 years of age.)