

**GetAway 2020
Release Form
PCBC Student Ministry**

CANCELLATION POLICY/REFUNDS: A refund minus the \$100 non-refundable deposit will be assessed for cancellations ten or more days prior to the start of GetAway. After that time, no refunds will be made.

AUTHORIZATION AND RELEASE OF LIABILITY

I, as parent or guardian of the camp participant, authorize the participation of my child in this camp offered by Park Cities Baptist Church (sometimes referred to herein as "the Church"). I understand and agree that my child's participation in athletic and other activities of the camp necessarily involves the risk of injury and even death from various causes, including but not limited to accidents, falls, strenuous and prolonged physical activity, dehydration, illness, collision or dispute with other participants, weather related injuries, playing area and equipment defects, and negligence of counselors. On behalf of my child, me, and my family, I assume these risks. In consideration of the privilege of my child's participation in the camp, and on behalf of my child and me as parent/guardian, I hereby release, discharge, hold harmless and indemnify, and covenant not to sue, Park Cities Baptist Church and/or its representatives/vendors including staff, employees, trustees, officers and volunteers of Park Cities Baptist Church and its representatives/vendors as to any and all claims of my child, me and other family members for personal injuries suffered by my child, property damage, medical expenses, and economic loss arising directly or indirectly out of my child's participation in the camp, and any first aid, medical care or treatment provided to my child in the event my child is injured or becomes ill while participating in camp activities, and excepting claims that may not be released under applicable law. This Release of Liability shall be as broadly construed as allowed by law to include all claims and rights that the child, that I as parent/guardian, and that other family members may have. I am a legally responsible parent or guardian of my child, and therefore have legal authority to release such liability, and Park Cities Baptist Church relies on my representation that I have such legal authority.

If any provision of this Release of Liability is deemed invalid, the remaining provisions shall remain in full force and effect. This Release of Liability shall be binding on me, my family, heirs, next of kin, legal representatives, beneficiaries, successors and assigns. I give permission for free use of my child's picture in team/group photos and/or publicity materials for future Park Cities Baptist Church camps/programs.

MEDICAL CONDITIONS

I understand that participation in the Program may involve strenuous and prolonged physical activity. I agree that my child is, to the best of my knowledge, healthy and able to participate in camp activities. I understand that the Church or its representatives may request health information concerning my child and/or ask my child to undergo a medical exam. If the Church determines that my child does have a physical or mental condition that may affect his/her ability to safely and appropriately participate in camp activities, the Church may determine that my child cannot be permitted to participate. I understand and agree that, while the Church desires that all children will be able to participate, such decisions may have to be made out of concern for the best interests of my child and other participants.

CONSENT TO MEDICAL TREATMENT

In the event my child is injured or becomes ill in camp activities, and if I, the parent or guardian of the above-named child, am not present to make medical decisions, I hereby authorize the Church, its staff, employees, and volunteers to arrange for and consent on my behalf to emergency medical and dental care and treatment, including tests and radiological exams, and surgery, and hospital care and treatment, and to consent to medications for pain and other conditions as prescribed by medical personnel attending my child. I am responsible for payment of any medical charges or expenses not covered by my insurance or the insurance applicable to my child (if any). I hereby consent that if the Church in good faith believes emergency medical and dental care and treatment is necessary, it may arrange for and consent to treatment on my child's behalf. I also consent for my child to be transported for medical treatment in a vehicle driven by a Church employee, staff member or volunteer if he or she is an adult.

By signing below I am confirming that all information provided on this form is true and accurate, and that I fully agree to all statements made on this form.

Printed Name of Student Participant

Parent or Guardian Signature

Date

Printed Name of Parent or Guardian

CHILD RELEASE FORM

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

I desire that the child named herein below (hereafter "child") attend the Retreat being hosted by Park Cities Baptist Church at Allaso Ranch (the "Ranch") and participate in activities, as defined herein below (the "Activities"). I understand that the Ranch will not allow the child to attend or participate in Activities at the Retreat unless I enter into this Assumption of Risk and Release of Liability Agreement (the "Agreement") on my behalf and on behalf of the child. Therefore, in exchange for permission for the child to attend the Retreat at the Ranch and participate in Activities, I make the following representations and agreements, which I understand that the Ranch is relying on:

I am authorized to execute this document on behalf of the child named herein, and Ranch may rely on this representation without any duty or obligation to make further inquiry or investigate whether the undersigned is so authorized. The child is of sound mind, in good health, and no physical or mental conditions will hinder him or her from attending the Retreat. I understand that the terms of this Agreement are contractual and legally binding on me, and also on my respective representative heirs, estates, beneficiaries, successors, and assigns.

I am aware of the hazards and risks to the person and/or property of the child associated with attending the Retreat, traveling to and from the Retreat, and participating in Retreat activities or utilizing equipment at the Ranch including, but not limited to, paintball, mountain biking, swimming, diving, ropes courses (including high and low elements), zip lines, water park activities, water slides, water guns, water balloons, horseback riding, volleyball, basketball, baseball, softball, soccer, rugby, field sports/games, and Frisbee golf (individually and collectively the "Activities").

I choose to allow the child to attend the Retreat with full awareness of the risks, and with respect to the Ranch, and its agents, officers, directors, volunteers, and employees, I voluntarily assume all risks of illness, injury or death to the child associated with such risks, and any damage to his or her personal property.

By allowing the child to attend the Retreat, I voluntarily expose the child to the risks and dangers associated with attending the Retreat and/or participating in Activities or utilizing Ranch equipment, whether expected or unexpected. Risks or dangers may include but are not limited to illness, infection, injury, or death. I am aware of these risks and dangers and I am aware that I may obtain appropriate insurance coverage at my own expense. I further understand that the Ranch may not have any insurance coverage that would apply in the event of the child's illness, injury, or death, or damage to the child's property that may occur during the child's participation at the Retreat including traveling to and from the Ranch.

I hereby authorize the Ranch to transport the child to the closest medical facility for medical treatment. I hereby authorize the Ranch to consent to any x-ray examination, anesthetic, medical, surgical, or dental diagnosis or treatment, and hospital care to be rendered to the child under the general or special supervision and on the advice of any physician or dentist representing to be licensed on the medical staff of a hospital or medical care facility, whether such diagnosis or treatment is rendered at the office of said physician or at the said facility or hospital. I hereby consent to the use of blood and/or blood products under the care of a licensed physician in case of emergency.

I hereby authorize any physician, dentist, hospital or medical treatment center to treat the child in the case of emergency. I shall be jointly and severally liable and agree to pay any and all costs and expenses incurred in connection with such medical and dental services rendered to the aforementioned child pursuant to this authorization. Should it be necessary for the child to return home due to medical reasons or otherwise, the undersigned shall assume and be responsible for the payment of all transportation costs.

I hereby release, forever discharge and agree to defend and hold harmless the Ranch from any and all liability, claims or demands for personal injury, sickness or death, as well as property damages and expenses, of any nature whatsoever which may be incurred by the undersigned adult and the child that occur while said child is traveling to and from, or participating in the Retreat.

I individually, and on behalf of the child, hereby assume all risk of personal injury, sickness, death, damage and expenses as a result of participation in Activities and the Retreat.

I individually, and on behalf of the child, expressly waive any defense to the enforcement of any provision of this Agreement arising from a claim of lack of consideration and warrant that the commitment set forth in this document constitutes a legal, valid, and binding obligation upon me enforceable against me in accordance with its terms.

I expressly agree that the authorization, assumption of risk, release and the other agreements and representations set forth herein are intended to be as broad and inclusive as permitted by law. I further state that I HAVE CAREFULLY READ THE FOREGOING PROVISIONS, INCLUDING BUT NOT LIMITED TO THE ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THIS AGREEMENT AS MY OWN FREE ACT. THIS IS A LEGAL DOCUMENT AND I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT.

I recognize that Christians are called by scripture to a different standard of resolving their differences (Matthew 18; 1 Corinthians 6). In the event a dispute arises out of, or relates to traveling to or from, attending, or participating in the Retreat at the Ranch, I shall first make a good faith attempt to settle the dispute with the Ranch, including any employee, invitee, officer, representative, or agent of the Ranch, by mediation administered by the religious dispute division of Mediation Law Group™ (MLG) or another Christian dispute resolution service that the parties agree to use instead of MLG, before commencing arbitration, litigation, or other dispute resolution procedure. In the event the child, any representative of the child, the Ranch, including any employee, invitee, officer, representative, or agent of the Ranch (hereinafter, referred to as a "party", or collectively as "the parties") are unable to resolve their dispute by mediation, the parties shall submit their claims to binding arbitration administered by the religious dispute division of MLG, or another Christian dispute resolution service instead of MLG if the parties agree on another such service to use instead of MLG, under the arbitration rules of MLG or under the rules of the service the parties agree to use instead of MLG, as applicable, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties further acknowledge that where emergency interim relief is required by a party to the Agreement, including but not limited to injunctive relief and orders for the protection or conservation of property and/or disposition of disposable goods, such relief may be granted by an arbitrator upon application under applicable arbitration rules, even when the dispute is still in the mediation phase of resolution. The parties acknowledge and agree that an application for such emergency interim relief shall not constitute a waiver or breach of mediation requirements under this provision.

IF ANY PARTY HERETO INITIATES COURT PROCEEDINGS BASED UPON A DISPUTE TO WHICH THESE PARAGRAPHS APPLY, WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION AND ARBITRATION, THEN IN THE DISCRETION OF THE JUDGE, SUCH PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, EVEN IF FEES WOULD OTHERWISE BE RECOVERABLE BY THAT PARTY IN ANY SUCH COURT PROCEEDING.

This Agreement has been executed and delivered in the State of Texas, and its validity, interpretation, performance, and enforcement shall be governed by the laws of said State regardless of any conflict of law provisions. Venue for any action taken in a court of law relating to this agreement shall be in Tarrant County, Texas. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

Child's Name (Printed)

Parent or Legal Guardian Name (Printed)

Parent or Legal Guardian Signature

Date