



*Hospitality. Service. Love | Peter 4:8-10*

## Country Lake Christian Retreat Participation Agreement

Country Lake Inc. (an Indiana not-for-profit Corporation, hereinafter referred to as "Country Lake") wants Participants and their families to understand these important aspects of Country Lake programs, including its activities, risks and the protection sought by Country Lake from claims that might arise.

Please read this Agreement carefully. It must be signed by all participants in Country Lake activities and programs. If the participant is a minor (under 18 years of age), at least one of his or her Parents or legal guardian (either, hereinafter called "Guardian") must also sign. The Guardian signs and agrees for them and to the maximum extent allowed by law, on behalf of the minor child.

In consideration of the opportunity to participate in the activities and programs of Country Lake Christian Retreat, Participant and Guardian acknowledge and agree as follows:

### 1. Activities and Risks:

Activities may include:

biking, swimming and canoeing, hiking, camping, backpacking, archery, leading and moving about horses, paintball games, challenge courses, initiatives and group games, activities and sports; service projects and mission related activities; vehicle travel on campus and off for activities or visits to a medical professional. Challenge courses include zip lines, ropes activities, rappelling and climbing walls and require moving about structures at significant heights (zip lines could be 200 feet above ground) while wearing safety equipment and supervised by instructors.

Risks of the activities and programs of Country Lake include, but not exclusively, the following:

exposure to the elements of nature; errors in judgment, failure to follow directions, and careless conduct of participants, staff and contracted persons; failure of equipment and gear; cuts, fractures and sprains, insect, reptile and other bites, plant and other allergies, food and water-related ailments, communicable diseases, close personal contact with other persons including inadvertent but unwelcome touching, trauma from falls and contact with other persons and objects, heat, cold and other discomforts and injuries due to exposure to the natural elements, emotional upset, and, in extraordinary cases, death, including by drowning or vehicle travel; and other risks ordinarily associated with the activities mentioned above as well as moving about the Country Lake and other premises and the use of its and others' facilities, buildings and equipment. Service and mission projects may involve interaction with persons not associated with Country Lake, and include yard work and light carpentry and masonry work and, for mature and otherwise qualified persons, the use of tractors, chainsaws and other equipment. The risks described are inherent in the Country Lake experience – that is, without them the experience would lose its basic character appeal and value. Other risks not named above may be encountered during the course of the program.

### 2. Acknowledgement and Assumptions of Risks:

I, for myself and to the maximum extent allowed by law or on behalf of the minor child for who I sign, expressly acknowledge and assume the inherent risks described above and all other risks, inherent and otherwise, of Country Lake activities, the premises on which they are conducted and its equipment.



**3. Agreements of Release and Indemnity:**

I, for myself and to the maximum extent allowed by law on behalf of the minor child or who I sign, release and discharge (agreeing to make no claim, and not to sue) Country Lake, its owners, directors or board members, officers, employees and agents, (individually and collectively referred to as “Released Parties”) from all claims of injury or loss which I or the minor child for whom I sign may suffer, arising out of or in any way related to my, or the child’s, enrollment or participation in an activity of Country Lake or the use of its premises or equipment.

In addition, I agree to indemnify (that is, defend and satisfy by payment or reimbursement, including costs and attorney fees) Released Parties from any claim of loss, injury or death, brought at any time by or on behalf of me or the child for whom I sign, a co-participant in the activities, a rescuer, a member of my, or the minor child’s, family, or anyone else, arising out of or in any way related to my, or the child’s, enrollment or participation in an activity of Country Lake or the use of its premises or equipment.

These agreements of release and indemnity, to the full extent of the law, include loss or damage caused or claimed to wrongful conduct of a Released Party.

**4. Additional Provisions:**

I verify that neither I, nor the child for whom I sign, have any past or current physical or psychological condition that might adversely affect my or his or her participation in the activities and programs of Country Lake, other than as described on the Country Lake Medical Release Form. Participant is fully capable of participating in these programs and activities without causing harm to him or herself, or others.

Should the need arise Country Lake staff may provide or obtain medical care for the minor child or me. In the case of medical emergency, the physician selected may hospitalize, secure proper treatment, and order injection, anesthesia, or surgery. Country Lake and any third-party medical care provider are authorized to exchange pertinent medical information. Country Lake will attempt to contact Guardian and the designated Emergency Contact in the event of medical emergency or serious illness involving the child, and to secure such person’s consent prior to treatment. The cost of evacuation and such medical services will be charged to and paid by the adult Participant or Guardian.

Participant and Guardian authorize Country Lake and/or parties designed by Country Lake to use photos, videos and other images of Participant, taken by Country Lake or others, for advertising, display, education, audio/visual or other use, without compensation. Country Lake takes no responsibility for pictures taken by other participants.

This agreement and all other aspects of Participant’s or Guardian’s relationship with Country Lake or another Released Party, contractual or otherwise, are governed by the laws of the State of Indiana, not including those which might make applicable the laws of another jurisdiction. Any suit or mediation shall take place exclusively in Clark County, Indiana.

Adult Participant or Guardian will pay all costs and attorney’s fees incurred by Country Lake if a court or arbitration determines that Country Lake or other Released Party is not responsible for the injury or loss.

If any portion of this agreement is found by a court or other appropriate authority to be invalid, the remainder of the agreement nevertheless will be in full force and effect. This agreement may not be amended except by written instrument signed by all parties.

Participant, adult or minor, and Guardian of a minor Participant, have read, discussed among themselves, understand and accept the terms and conditions stated herein and acknowledge and agree to participate in said programs and that this agreement shall, to the fullest extent allowed by law, be effective and binding upon each of them, their respective heirs, personal representatives and estates and all members of Participant’s and Guardian’s family.