



PARTICIPANT AGREEMENT AND ACKNOWLEDGEMENT OF RISK

Flathead Lutheran Bible Camp-2022

I have requested Flathead Lutheran Bible Camp (hereinafter referred to as "FLBC"), to allow me/my child/my minor of which I am the guardian _____ (name of camper or family) to participate in its programs and/or to use its facilities and equipment. As a condition of receiving this benefit, I, the undersigned, do hereby agree to the following on behalf of myself, the child listed above, and any personal representatives or heirs:

1. **Acknowledgement of Risk:** I acknowledge that activities including, but not limited to: playing games, hiking, swimming, high ropes course, low ropes course, canoeing, large boat sailing, small boat sailing, kayaking, backpacking, biking, rock climbing, rafting, archery, stand-up paddle boarding, and work projects/construction entail known and unanticipated risks that are inherent to the sport or recreational opportunity. Inherent risks associated with camp sports and recreational opportunities include, but are not limited to: inclement weather, wild animals, insect bites and stings, sunburn, high altitudes, blisters, cold water, strenuous exercise, cold and hot temperatures, lightning, irregular footing, water born bacterial infection, falling, drowning, and automobile or van travel. All FLBC rope elements and equipment are built to meet or exceed current industry standards and are facilitated by trained professional staff. However, each participant must assume the risks that could result in physical or emotional injury, paralysis, death or damage to me/my child/my minor of which I am the guardian, to property or to third parties.

2. **Assumption of Risk:** I expressly agree and promise to accept and assume all risks existing in and associated with camp sports and recreational opportunities. My/my child's/my minor of which I am the guardian's participation in camp sports and recreational opportunities is purely voluntary, and I elect to participate, or have my child/minor participate, in spite of the risks.

3. **COVID 19:** I further acknowledge that novel coronavirus, COVID 19, infections have occurred throughout the United States and Montana. I agree that neither myself nor the child listed above shall visit or use the facilities or services of FLBC within 14 days of experiencing symptoms of COVID 19, including fever, cough, or shortness of breath; having a suspected or confirmed case of COVID 19; or having been a close contact of a person with a diagnosed/confirmed case of COVID 19. I understand and agree that social distancing of 6 feet per person may not be possible at all times, and that a potential and known danger of me or the child listed above participating in or using the facilities, programs, and/or services of FLBC is exposure to COVID 19, which could result in quarantine requirements, serious illness, disability, and/or death.

4. **Certification of Insurance:** I certify that I have adequate insurance to cover any injury, illness, or damage I/my child/my minor of which I am the guardian may cause or suffer while participating, or else I agree to bear the costs of such injury, illness, or damage myself. I further certify that I/my child/my minor of which I am the guardian have no medical or physical conditions which could interfere with my/his/her safety in this activity, or else I am willing to assume—and bear the cost of—all risks that may be created, directly or indirectly, by any such condition.

5. **Waiver of Liability:** Acknowledging the risks noted above, including the risks posed by COVID 19, I hereby release and discharge FLBC, its officers, agents, and employees from any and all claims or liability due to any loss or damage, I/my child/my minor child of which I am the guardian, may suffer or incur in any way arising out of or related to participation in any FLBC camp, program, sport or recreational opportunity, or the use of FLBC's facilities and/or equipment.

6. **Indemnification:** I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless FLBC from any and all claims, demands or causes of action, which are in any way connected with my/my child's/my minor of which I am the guardian's, participation in a camp sport or recreational opportunity or my/my child's/my minor of which I'm the guardian's use of FLBC's equipment or facilities (not excluded by § 27-1-753(4)), including any such claims which allege ordinary negligent acts or omissions of FLBC.

7. **Attorney Fees:** Should FLBC or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs to the greatest extent allowable by law.

8. **Enforceability of Agreement:** I agree that the foregoing assumption of risk, waiver of liability, and indemnity provisions are intended to be as broad and inclusive as permitted by the laws of the State of Montana. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

9. **Publicity Agreement:** I consent to the use of any photograph or video of my child/myself/my child of which I am the guardian in future Flathead Lutheran Bible Camp publications, videos, or web site pictures.

By signing this document, you may be waiving your legal right to a jury trial to hold FLBC legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to FLBC's ordinary negligence that are the result of FLBC's failure to exercise reasonable care.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature (age 18 and over): _____ Date: _____ Phone: _____

Print Name: _____ Name of Camper (if different): _____

Address: _____ City: _____ State: _____ Zip: _____

In case of emergency, contact: _____ Phone: _____