

Lamoka Baptist Camp Zip Line Course

RULES, RISKS, AND WAIVER

Rules:

1. All participants, including staff, will wear safety equipment provided by Lamoka Baptist Camp (absolutely no personal equipment is allowed on the course.).
2. Participants must remain connected to cables or safety lines at all times while on elevated platforms.
3. Participants must wear closed-toe shoes.
4. Participants are required to strictly adhere to all zip lining rules and to listen to staff to ensure safe zip lining
5. All riders must be willing participants. Crying children will not be allowed to zip line.
6. Hair that is long enough to get caught in equipment must be tied back or secured.
7. All participants must sign a waiver of liability. Youth campers are covered by the signature on their Youth Camp Registration, which covers all camp activities.
8. No personal objects will be carried while zip lining (e.g. phone, camera, etc)

Legal Restrictions:

A signed waiver/release form is required for all participants. A parent's signature on the Youth Camp Registration Form covers this activity (as well as all other activities).

Inherent and Other Risks:

Serious injuries are uncommon when, but the risk of injury or death certainly exists. These are risks that cannot be eliminated without changing the essential nature of the experience. The emotional risks range from unwelcome or inadvertent touching, simple hurt feelings to panic and psychological trauma (such as fear of heights.) The physical risks of participating range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage and, in extraordinary cases, even death. Injuries may be a natural consequence of the zip line course undertaken as a result of the environmental hazards (including terrain and weather), a result of errors in judgment or failure to exercise reasonable care by guides, staff or participants, or otherwise, and may occur in spite of the reasonable efforts of guides and staff to prevent them. In all cases, those inherent risks, as well as other risks of injury or death to persons or damage to property, which are not inherent and whether or not described above, must be accepted by those who choose to participate.

Waiver:

I, the person named below being above age eighteen, or the legal guardian of the named person who is under 18, hereby acknowledge, agree, promise and covenant with Lamoka Baptist Camp and its successors and assigns, on behalf of myself, my heirs, assigns, personal representatives and estate as follows: Acknowledgement of Risk I understand and acknowledge that the activity I am about to engage in voluntarily bear certain risks, which could result in injury, death, illness or disease, physical or mental, or damage as follows: (1) the nature of the activity, namely: zip lines; (2) the particular risks of the activities, including but not limited to the following: personal injury of any sort; property damage; hyperthermia; hypothermia; collision with trees, rocks other natural or man-made obstacles, and/or other vehicles, chair lifts, manufacturer's defects in equipment; obstacles such as branches, trees, cliffs, signs, posts, utility poles, depressions, gullies and hidden stumps or rocks; rough, muddy or water crossings on the trails; rain storms, hail, lightning and other adverse weather conditions; participant's failure to follow the guide's safety and trail instructions; the unavailability of immediate medical attention in case of emergency; becoming disoriented and lost; insect bites; bee stings; sunburn; animal attacks and bites; participants may encounter jolting, jarring, slipping and shaking traveling in the vehicle; sections of trail are narrow with cliffs, trees, rocks with other natural obstacles on either side of the vehicle and trail which can scrape, catch, tear or otherwise injure or harm property or person if contact occurs; injury is possible if participant does not use harness and helmet and follow safety guidelines; (3) the negligent acts or omissions of Camp Lamoka staff (4) latent or apparent defects or condition in equipment, harnesses, cables, tree platforms, protective clothing or property supplied by Camp Lamoka or other persons or entities; (5) use or operation by myself or others of equipment supplied by Camp Lamoka or other persons or entities; (6) the negligent acts or omissions of other participants in this activity and of third parties; (7) weather conditions; (8) contact with water, plants, or animals; (9) participant's own physical condition or participant's acts or omissions (10) condition of roads, trails, waterways or terrain, and accidents connected with their use; and (11) first-aid, emergency treatment or other services rendered. Participant understands and acknowledges that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or damage to my property. I warrant and covenant that if I encounter a situation or problem that was not covered by the instructions provided by Camp Lamoka I hereby agree and promise to wait for proper instructions. **Assumption of Risk and Responsibility:** Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to my property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate, and I elect to participate in spite of all attendant known and unknown risks. **Release, Indemnification & Covenant Not To Sue:** I hereby voluntarily release and forever discharge Camp Lamoka and each of their agents, employees and/or insurers from any and all liability, claims, demands, actions or rights of action, which are related to, arise

out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of Camp Lamoka, its agents and/or employees, and of all other persons or entities, for any and all injury, death, illness or disease, and damage to my property. To the extent permitted by law, I hereby agree to and shall at all times defend, indemnify and hold Camp Lamoka and its officers, agents and employees, wholly harmless from any and all losses, costs (including court costs and reasonable attorney's fees), expenses, penalties, response costs, claims, demands, suits by any person, persons, or entities whether or not frivolous), injuries, damages or death and other liabilities of whatever kind or nature, arising out of (directly or indirectly), connected with, incident to or resulting from participation in this activity. I FURTHER AGREE, PROMISE AND COVENANT NOT TO SUE, ASSERT OR OTHERWISE MAINTAIN OR ASSERT ANY CLAIM AGAINST CAMP LAMOKA, ITS AGENTS OR EMPLOYEES, FOR ANY ACTION, INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE TO MY PERSON OR PROPERTY, ARISING FROM OR CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY. **Severability:** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Jurisdiction Notwithstanding the waiver of liability, release, indemnification and covenant not to sue, which I am signing, I further agree any claim based upon or arising out of this document will be brought in a court located in the state of New York and be subject to the statutory and common law of New York. Agreement I understand that this is the entire agreement for release and discharge, acceptance of responsibility and acknowledgement of risks between myself and Camp Lamoka, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Camp Lamoka or by me. This agreement shall be effective when signed below, and photocopy, facsimile, electronic, or other copies shall have the same effect for all purposes as an original signature. I have read page 1 and 2 and sign below to show that I fully understand and agree with its entire content:

PARTICIPANTS NAME: _____ **GUARDIAN (if participant is under 18):** _____

SIGNATURE: _____ **DATE:** _____