

Adult Participant Waiver Camp Barakel Assumption of Risk, Release from Liability, and Indemnification of all Claims

NOTICE: PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT AND BECAUSE OF MUTUAL CONSIDERATION, YOU ARE RELEASING CAMP BARAKEL FROM ALL LIABILITY AND FOREVER GIVING UP ANY AND ALL CLAIMS AS DESCRIBED BELOW.

Acknowledgment of Risk – Facilities and Programs

I acknowledge and agree that any use of Camp Barakel facilities, services, equipment and premises (“Facilities”) and any participation in Camp Barakel programs and activities (“Programs”) comes with inherent risks including, but in no way limited to: (1) personal injury, (2) property damage, (3) disability, (4) death, (5) medical bills, and (6) sickness or disease including, without limitation, COVID-19. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Acknowledgment of High-Risk Activity – Broomball and Hockey



I HEREBY ACKNOWLEDGE AND AGREE that broomball is considered a high-risk activity which poses several inherent risks. The broomball activity includes the ice rink facility and surrounding area, and associated equipment. The hockey activity includes the ice rink facility and surrounding area, and associated equipment. I have full knowledge of the nature and extent of all the risks associated with broomball and hockey and the use of any associated equipment including, but in no way limited to: (1) emotional trauma, (2) bodily injury including, without limitation, head injuries, broken bones, lacerations, and contusions, (3) permanent disability, (4) medical bills, (5) paralysis, and (6) death. I further acknowledge that the above list is not inclusive of all possible risks associated with broomball and hockey and that the above list in no way limits the extent or reach of this release. These risks may result from the use of the equipment or facilities, the activity itself, from acts (or lack of action) of others, or from the delayed response of emergency medical care in Oscoda County due to the remote location of Camp Barakel.

Acknowledgment of High-Risk Activity – Ice Rinks



I HEREBY ACKNOWLEDGE AND AGREE that ice rinks are considered a high-risk activity which poses several inherent risks. The ice rink activity includes the rinks and surrounding areas and facilities, and associated equipment. I have full knowledge of the nature and extent of all the risks associated with ice rinks and the use of any associated equipment including, but in no way limited to: (1) emotional trauma, (2) bodily injury including, without limitation, head injuries, broken bones, lacerations, and contusions, (3) permanent disability, (4) medical bills, (5) paralysis, and (6) death. I further acknowledge that the above list is not inclusive of all possible risks associated with being on or near an ice rink and that the above list in no way limits the extent or reach of this release. These risks may result from the use of the equipment or facilities, the activity itself, from acts (or lack of action) of others, or from the delayed response of emergency medical care in Oscoda County due to the remote location of Camp Barakel.

Acknowledgment of High-Risk Activity – Tubing Hill



I HEREBY ACKNOWLEDGE AND AGREE that the tubing hill is considered a high-risk activity which poses several inherent risks. The tubing hill activity includes the grounds, tow rope, and associated equipment. I have full knowledge of the nature and extent of all the risks associated with the tubing hill and the use of any associated equipment including, but in no way limited to: (1) emotional trauma, (2) bodily injury including, without limitation, head injuries, broken bones, lacerations, and contusions, (3) permanent disability, (4) medical bills, (5) paralysis, and (6) death. I further acknowledge that the above list is not inclusive of all possible risks associated with the tubing hill and that the above list in no way

limits the extent or reach of this release. These risks may result from the use of the equipment or facilities, the activity itself, from acts (or lack of action) of others, or from the delayed response of emergency medical care in Oscoda County due to the remote location of Camp Barakel.

Acknowledgment of High-Risk Activity – Cross-Country Skiing



I HEREBY ACKNOWLEDGE AND AGREE that Cross-Country skiing is considered a high-risk activity which poses several inherent risks. The Cross-Country skiing activity includes the ski rental facility, training area, trails, and associated equipment. I have full knowledge of the nature and extent of all the risks associated with cross country skiing and the use of any associated equipment including, but in no way limited to: (1) emotional trauma, (2) bodily injury including, without limitation, head injuries, broken bones, lacerations, and contusions, (3) permanent disability, (4) medical bills, (5) paralysis, and (6) death. I further acknowledge that the above list is not inclusive of all possible risks associated with cross-country skiing and that the above list in no way limits the extent or reach of this release. These risks may result from the use of the equipment or facilities, the activity itself, from acts (or lack of action) of others, or from the delayed response of emergency medical care in Oscoda County due to the remote location of Camp Barakel.

Acknowledgment of High-Risk Activity – Thunder Express



I HEREBY ACKNOWLEDGE AND AGREE that Thunder Express is considered a high-risk activity which poses several inherent risks. The Thunder Express activity includes the facility, grounds, and associated equipment. I have full knowledge of the nature and extent of all the risks associated with Thunder Express and the use of any associated equipment including, but in no way limited to: (1) emotional trauma, (2) bodily injury including, without limitation, head injuries, broken bones, lacerations, and contusions, (3) permanent disability, (4) medical bills, (5) paralysis, and (6) death. I further acknowledge that the above list is not inclusive of all possible risks associated with Thunder Express and

that the above list in no way limits the extent or reach of this release. These risks may result from the use of the equipment or facilities, the activity itself, from acts (or lack of action) of others, or from the delayed response of emergency medical care in Oscoda County due to the remote location of Camp Barakel.

Acknowledgment of High-Risk Activity – Axe Throwing



I HEREBY ACKNOWLEDGE AND AGREE that axe throwing is considered a high-risk activity which poses several inherent risks. The axe throwing activity includes the range facility, grounds, targets, and associated equipment. I have full knowledge of the nature and extent of all the risks associated with axe throwing and the use of any associated equipment including, but in no way limited to: (1) emotional trauma, (2) bodily injury including, without limitation, head injuries, broken bones, lacerations, and contusions, (3) permanent disability, (4) medical bills, (5) paralysis, and (6) death. I further acknowledge that the above list is not inclusive of all possible risks associated with axe throwing and that the above list in no way limits the extent or reach of this release. These risks may result from the use of the equipment or facilities, the activity itself, from acts (or lack of action) of others, or from the delayed response of emergency medical care in Oscoda County due to the remote location of Camp Barakel.

Axe throwing has an additional restriction that is the following: The participant must be in good health.

Release from Liability and Indemnification – Facilities and Programs

In consideration of my use of Facilities and participation in Programs I agree on behalf of myself and any and all legal successors and proxies, HEREBY DO RELEASE Camp Barakel, its officers, directors, agents, staff, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, however occurring, including, but not limited to, the NEGLIGENCE of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE, AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree on behalf of myself to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs.

Release from Liability and Indemnification – High-Risk Activities

In consideration of my participation in High-Risk activities, I, on behalf of myself and any and all legal successors and proxies, agree to **HEREBY DO RELEASE** Camp Barakel, its officers, directors, agents, staff, volunteers, insurers, and representatives (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever, including but not limited to, claims of **NEGLIGENCE**, which I, my heirs, representatives, executors, administrators, and assigns may have, now or in the future, against Camp Barakel on account of personal injury, property damage, death or accident of any kind, arising out of, or in any way related to my participation in High-Risk activities or the use of any associated equipment whether that participation and use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the **NEGLIGENCE** of Releasees.

In consideration of my participation in High-Risk activities to which consent is given, I, agree to **HEREBY DO RELEASE, WAIVE, AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which myself and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the participation in High-Risk activities, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent to the participation in High-Risk activities and the use of any associated equipment and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness, or disease sustained while participating in High-Risk activities or using any associated equipment and that, by this agreement, I am absolving Camp Barakel of all liability for such loss, damage, or death.

I certify that I am in good health and have no physical limitations which would preclude the safe participation in Camp Barakel’s High-Risk activities identified in this document.

I, the undersigned, expressly agree that this document is intended to be as broad and inclusive as permitted by the law of Michigan and that if any portion of the document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Furthermore, I expressly agree that this document shall be governed by and interpreted in accordance with the laws of Michigan.

The Parties to this document believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 5:23-25; 18:15-20; 1 Corinthians 6:1-8). Therefore, the Parties agree that any claim or dispute arising from or related to this document and/or the camp-camper-camper parent/guardian relationship shall be settled by good-faith discussions with each other, followed by (if good-faith discussions are not successful), biblically-based mediation with mediators agreeable to the Parties, and If necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation ("Rules") of the Ambassadors of Reconciliation (complete text of Rules at www.aorhope.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The Parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

I acknowledge and agree, that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. No oral representations, statements or inducement apart from the foregoing written agreement have been made.

Name (Please Print)

Date

Signature