

ANNUAL WAIVER AND ASSUMPTION OF RISKS

I, _____ (Name of Parent/Guardian), am the parent / legal guardian of
_____ (Name of minor) hereinafter, "my child", who was born on ____/____/____.

My child is attending and participating in the activities of Christ Fellowship Church, 260 Victory Lane, Kingsport, TN 37664.

I give permission for my child to participate in the activities connected with Christ Fellowship Church for the remainder of the 2019 calendar year (**January 1, 2021 – December 31, 2021**). I understand that my child will participate in various activities throughout this time period. By signing below, I acknowledge my child's participation as a volunteer in the upcoming programs or events (hereinafter the "Program") as operated or sponsored by Christ Fellowship Church (hereinafter the "Church"):

In consideration for the Church allowing my child to participate in Church's Program activities, including but not limited to attendance and travel (hereinafter the "Activities"), I fully acknowledge the risks to which my child will be exposed by volunteering to participate, and I hereby assume all such risks and waive all future claims against the Church for any property damage, personal injury, or death arising out of, or in any way connected with, the Activities in which my child will participate, including the Activities, whether conducted on the Church's premises or elsewhere, and including, but not limited to, any injury to person or property caused, in whole or in part, by the acts or omissions of the Church, its officers, directors, employees, agents, assigns, managers, contractors or members. The known risks assumed hereby may include, but are not limited to, vehicular collision, air traffic injury, recreational accident, drowning, insect or animal bite, and exposure to disease.

POWER OF ATTORNEY FOR HEALTHCARE

In the event of an emergency and when I cannot be contacted I also authorize a representative of Christ Fellowship Church to consent to medical care for my child (a copy of my insurance card is attached to this form). It is understood that this authorization is given in advance of any special diagnosis, treatment, or hospital care being required, but is given to provide authority and power on the part of the supervisor and his/her authorized designee, in the exercise of his/her best judgment of what is advisable for my child's care, upon advice of such physician, surgeon or provider.

Child's Name: _____ **Address:** _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Phone Number: _____ **Date:** _____

LEGAL FORM

CF Adult for Minor Missions Trip or Project Participant Release and Indemnification Agreement

In consideration of the undersigned's application for participation in a missions trip or project sponsored by Christ Fellowship, of Kingsport, Tennessee (the "Church") and as an inducement to the Church to organize the missions trip or project and permit the undersigned's participation, it is agreed as follows:

The undersigned hereby fully and forever releases and waives and agrees not to cause to be brought any claims, demands, actions, or causes of action of any possible kind and nature what soever that the undersigned or the assigns of the undersigned or any next best friend might assert, including, without limitation, claims for personal injury, wrongful death, or property damage, whether or not absolute now or unknown, or otherwise against the Church or any of its Board members, officers, employees (including, but not limited to, pastors), agents and volunteers (collectively referred to herein as the "Releasees") by reason of, arising out of, or relating to the undersigned's participation in a Church missions trip or project.

The undersigned further agrees to indemnify, defend and hold the Releasees harmless from damages, including, without limitation, special, incidental and consequential damages, losses or expenses suffered, awarded, or paid, directly or indirectly, as a result of any and all claims, causes of action, suits, proceedings, demands, judgments, assessments, and liabilities, including attorney's fees incurred in litigation or otherwise, assessed or sustained by or against the Releasees by reason of, arising out of or relating to the undersigned's participation in a Church missions trip or project.

The undersigned further agrees that this Release and Indemnification Agreement (the "Agreement") is binding upon the undersigned's heirs, executors, administrators, assigns and legal representatives; that this Agreement releases all successors, assigns and legal representatives of the Releasees; and that this Agreement is to be governed by the law of the State of Tennessee.

The undersigned further agrees that the execution of this Agreement is continuing in nature; it is the undersigned's knowing and voluntary act; the undersigned does not intend to participate in the missions trip or project until and unless the undersigned has had full opportunity to the undersigned's satisfaction to inspect and determine the scope of the missions trip or project and receive all information from the leader(s) or Church Mission Department which bear on the

undersigned's decision to participate (including the risks involved); the undersigned is under no duress or undue influence to execute this Agreement; and that participation in the missions trip or project shall be deemed, under Tennessee law, to be an express assumption by the undersigned of any and all risks which are, or might be, associated with the missions trip or project, including any negligence on the part of any and all Releasees.

The undersigned grants full permission to the Church to use any photographs, videotapes, motion pictures, recordings, or any other records or documents of the missions trip or project and to do so without notice or compensation to the undersigned. The undersigned acknowledges that the Church has made available applications for travel insurance and agrees that it is the undersigned's responsibility to purchase travel insurance.

The undersigned assumes responsibility for full payment of the published and announced cost of the missions trip or project, agrees to pay any outstanding balance upon request by the Church; and agrees that any and all costs incurred by the undersigned during the missions trip or project, including, without limitation, costs due to health problems, emergencies and death, are the responsibility of the undersigned or the estate of the undersigned.

The undersigned certifies that the information provided in the undersigned's application for participation in the Church missions trip or project is true, complete and correct and acknowledges that the undersigned has read and understands this Agreement; that the undersigned has not relied in signing this agreement on any statement, oral or otherwise, by the Church; and that it is the undersigned's intention with this Agreement to make a complete, general and unconditional release of any and all claims whatsoever against the Releasees as set forth above.

I state I am the parent or legal guardian as defined by the state of Tennessee of:

Minor's Name _____ (printed) and I am legally signing this document on his/her behalf for participation on a Christ Fellowship mission trip or project. I understand and agree that this signed document and all provisions contained within will apply to the minor I am representing.

Signature: _____ Date: _____

Printed Name: _____

Witness Signature: _____ Date: _____

Witness Printed Name: _____

Release Indemnification & Hold Harmless Agreement

Attendee(s) under the age of 18 must have Parent or Legal Guardian's Signature
Form must be filled out in entirety.

THIS IS A LEGAL RELEASE

Date(s) of Program: _____

Attendee Name(s): _____

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

Email: _____ Home Ph: _____ Cell Ph: _____

Name(s) and contact information MUST be complete.

NOTIFICATION OF RISK

I understand that certain risks and dangers exist in the programs and activities in which the attending adult or minor child voluntarily chooses to participate in at Doe River Gorge. These inherent risks cannot always be foreseen nor eliminated without destroying the unique character of the activities and include, but are not limited to loss or damage to personal property, accidental injury or illness of any kind, or in extreme cases, permanent trauma, disability or death. I understand that Doe River Gorge considers it important for me to know in advance what to expect and to be informed of the inherent risks involved in the outdoor, high adventure types of activities that are listed but not limited to the activities listed in the program catalog. The physical activities including running, climbing, and hiking over rugged terrain conducted day and night may cause slipping or falling. Waterfront activities conducted in the lake and river carry the risk of drowning. Environmental risks and hazards include rapidly moving, deep or cold water; insects, snakes, and predators, including large animals; falling and rolling rock; lightning, flash floods, falling timber, and unpredictable forces of nature, including weather which may change to extreme conditions without notice. Activities may occur in remote places, away from medical facilities where communication and transportation are difficult. Equipment may fail or malfunction, despite reasonable maintenance and use.

I understand that the above description of the risks is not complete and that there may be other unknown or unanticipated risks. I expressly acknowledge and assume the inherent risks identified herein and those inherent risks not specifically identified. I acknowledge that participating in the activities provided by Doe River Gorge is not compulsory, and hereby knowingly and willingly choose to participate or allow the attending minor child to participate, in spite of and with full knowledge of the risks involved.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Understanding the inherent risks, I individually and as the parent or legal guardian of the attending minor child, AGREE TO RELEASE FROM ANY LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS DOE RIVER GORGE MINISTRIES and its officers, directors, employees, servants, volunteers and agents (collectively "Doe River Gorge") from any liability, claims, causes of action, demands, costs, obligations or financial responsibility of every kind and nature, including that resulting from or arising out of NEGLIGENCE of Doe River Gorge, for any incident, injury or accident occurring to myself, the attending minor child, or member of my family, while engaging in or observing any activity at Doe River Gorge.

By agreeing to this indemnification, I am knowingly and willingly choosing to be financially responsible for any future claims brought against Doe River Gorge.

I acknowledge that I am voluntarily electing to allow my minor to participate in such activities for their benefit. Knowing of the risks, I hereby EXPRESSLY AGREE to HOLD HARMLESS and INDEMNIFY Doe River Gorge for any claims that may be brought by my minor child or family members.

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SIGNATURE REQUIRED ON BACK

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OTHER PROVISIONS

If I have any legal dispute with Doe River Gorge which cannot be settled through discussions between the parties, I will attempt to settle the dispute through mediation before a mutually acceptable mediator whose name appears on the registry of names recognized by Tennessee courts as qualified persons for mediation assignments. To the extent mediation does not result in a resolution, the dispute will be submitted to binding arbitration through the American Arbitration Association. I also agree to pay all costs and attorneys' fees incurred by Doe River Gorge in defending a claim or suit, if the claim or suit is withdrawn or to the extent a court or arbitration determines that Doe River Gorge is not responsible for the injury or loss.

Doe River Gorge and persons designated by it may use photograph(s) of the attending adult or minor child for sale or reproduction in any manner Doe River Gorge chooses, which includes use for advertising display, audiovisual presentations or otherwise.

If any part 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 is entered into voluntarily, after careful consideration and is binding upon the persons signing below, their heirs, executors, administrators, wards, minor children and other family members.

THIS IS A LEGAL RELEASE

The undersigned parent or legal guardian represents that he or she has read this Release, has requested and been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or the instruction offered, assumes all risks associated with such dangers and risks, and is fully aware of and understands the terms and the legal consequences of the signing of this Release. The undersigned parent or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Attendee or Parent/Legal Guardian Printed Name

(Attendee under the age of 18 must have Parent or Legal Guardian's Signature only)

Signature of Attendee or Parent/Legal Guardian

(Attendee under the age of 18 must have Parent or Legal Guardian's Signature only)

Date_____

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CONTACT INFORMATION REQUIRED ON FRONT

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