

ST. COLUMBA EPISCOPAL CENTER- PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK
MAXIMUM WEIGHT LIMIT IS 275LBS AND PREGNANT WOMEN MAY NOT PARTICIPATE

In consideration of the services of St. Columba Episcopal Center, a ministry of the Episcopal Diocese of West Tennessee, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein after collectively referred to as "St. Columba"), I hereby agree to release, indemnify, and discharge St. Columba, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in activities at St. Columba, which entails, but is not limited to, on and off-site recreational activities including but not limited to hiking, canoeing, swimming, climbing walls, zip lines, high and low adventure ropes courses and initiatives or activities, entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment and transportation to and from such activity sites. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, St. Columba's employees, volunteers and guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction. I hereby give permission for St. Columba to provide emergency transportation and/or emergency medical assistance for myself or the minor listed below.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I acknowledge that I understand that activities may require strenuous physical exertion and effort and acknowledge that I or my child are in appropriate physical health to participate in the activities offered and do not have health problems that will present any risk.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless St. Columba from any and all claims, demands, or causes of action, which are in any way connected with my participation in St. Columba activities or my use of St. Columba's equipment or facilities **including any such claims which allege negligent acts or omissions of St. Columba.**
4. Should St. Columba or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, or to defend any claim arising out of my or my children's participation in activities at or with St. Columba, I agree to indemnify and hold St. Columba and the Episcopal Diocese of West Tennessee harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I or my children may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against St. Columba or the Episcopal Diocese of West Tennessee, I agree to do so solely in the state of Tennessee, county of Shelby, and I further agree that the substantive law of Tennessee shall apply in that action without regard to the conflict of law rules of that state. 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.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against St. Columba and/or the Episcopal Diocese of the State of Tennessee on the basis of any claim from which I have released them herein. 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. ONLY ONE PARTICIPANT IS ALLOWED PER WAIVER.

Participant's Signature _____ Print Name: _____ Date: _____

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

E-Mail: _____ Phone: _____ Date of Birth: _____

Cell Phone Number: _____

Emergency Contact Phone: _____

I further grant St. Columba, the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation.

PARENT'S OR LEGAL GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by St. Columba to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless St. Columba from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I further certify that I am the parent or legal guardian of the minor on this agreement.

Parent or Legal Guardian's Signature: _____ Print Name: _____ Date: _____

Waiver accepted by _____ (St. Columba Employee)