

CAMP OZARK FOUNDATION, INC: ACKNOWLEDGMENT AND ASSUMPTION OF RISKS & RELEASE AND INDEMNITY AGREEMENT

For the participant and parent/s of a minor participant in all Camp Ozark Foundation, Inc. activities

INTRODUCTION:

Please read this entire Acknowledgment and Assumption of Risks & Release and Indemnity Agreement (hereafter, "Document") carefully before signing. The participant in 9th grade or higher must sign this Document. If the participant is a minor (minors are those under 18 yrs. of age in Texas; hereafter sometimes "minor" or "child"), one of the participant's parents or legal guardians, or both (hereafter collectively "parent/s"), if available, must also sign. Parent/s may print the name (instead of a signature) for their participating child in 8th grade or below. In consideration of the services of Camp Ozark Foundation, Inc., sometimes doing business as Ozone Ministries or Camp Ozark Foundation Ozone Ministries (also referred to in this Document as "COF") in allowing me/my child to participate, **I (participant and/or parent/s of a minor participant) acknowledge and agree as follows:**

This Document is effective in regard to participant's enrollment or participation in all activities from the date signed until a subsequent Camp Ozark Foundation, Inc: Acknowledgment and Assumption of Risks & Release and Indemnity Agreement is signed by one or both of the child's parent/s (and a signing participant, if applicable), and shall remain in full force and effect for all activities completed by the participant up until that point.

ACTIVITIES, RISKS AND ACKNOWLEDGMENT AND ASSUMPTION OF RISKS:

Participating in (whether attending, observing, actively participating and/or assisting with) day or multi-day COF educational, instructional, adventure and/or recreation activities includes risks. Activities take place in Texas or in other locations in the U.S. Activities may include but are not limited to: meetings, including bible study; retreats; athletic sports and games, for example dodge-ball, bowling, basketball, laser tag, trampoline parks and Frisbee throwing; socializing; mission and service trips and projects; mentoring or leadership with youth, including participation in the Ozone Community Mentors Program; ice-skating; rock climbing or bouldering (indoors or outdoors on artificial surfaces or natural rock) and high or low ropes or challenge course activities (a series of cables and structures of varying heights, on and through which the participant can walk, swing and otherwise travel), all of which can include belaying and rappelling and use of ropes, harnesses and/or other technical gear; swimming; use of any equipment, facilities or premises; and travel and transport in cars, vans, buses and/or other vehicles (collectively referred to in this Document as "activities"). Activities (which may be provided or led by COF staff, volunteers, contractors or others) may be scheduled or unscheduled, supervised or unsupervised, and include activities undertaken during participant's free and/or independent time. **I acknowledge that the inherent and other risks, hazards and dangers (collectively referred to in this Document as "risks") of these activities can cause injury, damage, death or other loss to participant or others.** Parent/s of a minor give permission for their child to participate in all activities and agree to discuss the nature of these activities and risks with their child. **The following describes some, but not all of these risks:**

Risks present in an outdoor environment. Participants' outdoor travel may be subject to storms; hot, humid or cold weather; stinging, venomous and/or disease carrying animals, insects or microorganisms; poisonous plants; unpredictable animal behavior and other natural or man-made hazards. Hazards (both on land and above and below water level) may not be marked or visible.

Risks involved in judgment and decision-making. These risks include the risk that the participant, or a staff member, contractor, co-participant or other person may misjudge the participant's (or others) capabilities, health or physical condition, or misjudge some aspect of travel, instruction, medical treatment, weather, terrain, water conditions or water level.

Personal health and participation risks. The participant's mental, physical or emotional condition (including use or abuse of alcohol or any prescription or non-prescription drugs), disclosed or undisclosed, known or unknown, combined with participation in these activities include risks. Although COF representatives will review any submitted medical information, COF cannot anticipate or eliminate risks or complications posed by participant's mental, physical (including fitness level) or emotional condition.

Risks associated with any active or athletic activity. These risks include the risk that a participant may overestimate his or her abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others; not understand the functioning of (or misuse) the equipment; fail to negotiate uneven or difficult terrain; not control his or her speed or experience equipment malfunction.

Equipment risks. The risk that equipment used in an activity may be misused, or may break, fail or malfunction. This includes participant's personal equipment, COF equipment or other equipment (whether purchased borrowed or rented). Participants choosing to bring and use their personal equipment (including any safety gear) assume full responsibility, along with their parent/s, for choosing appropriate equipment and for the fit and condition of their equipment. Safety gear (used for some activities) may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety, and injury can occur even with the use of this gear. Participants who choose not to use safety gear understand they assume all risks in making that choice.

Climbing or ropes or challenge course risks. Risks include slipping or falling partway or to the ground; losing grip; rope burns, pinches, jolts; splinters or swaying; collision or impact with course elements/structures, objects or people and equipment or structure failure or misuse.

Swimming risks. Risks include hazards above and below water level; drowning or impacting the water bottom.

Premises risks. Risks include slippery walkways, uneven ground and other conditions existing in and around premises where activities take place.

Mission or service project risks. These risks include those associated with activities such as building, digging, lifting, painting, cleaning and repair. Projects may involve the use of tools or equipment (such as hand and power tools) and potentially dangerous materials (such as paint, cleaning agents) that can cause injury resulting from use, misuse or malfunction.

Free time risks. Participants will have free, independent and/or unsupervised time before, during or after activities and at other times. During both supervised and unsupervised activities, all participants share in the responsibility for their own well-being.

Risks regarding conduct. The potential that the participant, or other participants or third parties may act carelessly or recklessly.

I (participant and/or parent/s of a minor participant) further acknowledge and agree:

- COF representatives are available should I have further questions about these activities or the associated risks;
- to disclose to COF any mental, physical or emotional condition/s or limitation/s which might affect participant's ability to participate and agree that participant is fully capable of participating without causing harm to him/herself or others;
- the information provided above is not complete, other unknown or unanticipated activities, risks and outcomes may exist, and COF cannot assure participant's safety or eliminate any of these risks;
- **if participant is borrowing or renting new or used equipment from COF, the equipment comes "AS-IS," and COF disclaims all warranties, express or implied (including any conditions of merchantability or fitness for a particular purpose) regarding the equipment;**
- COF may contract with independent contractors (not its employees or agents) to provide or conduct some services and activities participants may engage in. COF does not supervise or control these contractors and is not legally liable or responsible for their conduct. In addition, activities frequently take place at facilities or on premises not owned or controlled by COF. COF does not oversee, supervise, or take responsibility for any aspect or condition of these independent activities, facilities or premises;
- **Participant is voluntarily participating with knowledge of the risks. Therefore, participant (and parent/s of a minor) assumes and accepts full responsibility for the inherent and other risks (known and unknown, described above or otherwise) of these activities, and for any injury, damage, death or other loss suffered by participant (and parent/s) resulting from those risks, including the risk of participant's own negligence or other misconduct.**

RELEASE & INDEMNITY AGREEMENT:

Please read carefully. This Release and Indemnity Agreement contains a surrender of certain legal rights. I (adult participant, or parent/s for myself and for and on behalf of my participating minor child) agree:

1) to release and agree not to sue Camp Ozark Foundation, Inc., sometimes doing business as Ozone Ministries or Camp Ozark Foundation Ozone Ministries and its officers, directors, employees, agents, representatives, volunteers and all individuals or entities associated or affiliated with it (hereafter individually and collectively "Released Parties") with respect to any and all claims, liabilities, suits or expenses (including attorneys' fees and costs) (hereafter collectively "claim" or "claim/s"), for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises. I understand I agree here to waive all claim/s I or my child may have against the Released Parties, bind my/my child's estate and any family member/heir/other party bringing claim/s, and agree that neither I, my child nor anyone acting on my or my child's behalf, will make a claim against the Released Parties as a result of any injury, damage, death or other loss suffered by me or my child;

2) to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) the Released Parties, with respect to any and all claim/s brought by or on behalf of me, my participating child, spouse or other family member/s, my/my child's heir/s or estate, a co-participant or any other person for any injury, damage, death or other loss in any way connected with my/my child's enrollment or participation in these activities, including use of any equipment, facilities or premises.

This Release and Indemnity Agreement includes claim/s of or resulting from the Released Parties' negligence (but not any of their gross negligence), and includes claim/s for personal injury or wrongful death (including claim/s related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

OTHER PROVISIONS:

I (participant and/or parent/s of a minor participant) agree that Texas substantive law (without regard to its "conflict of laws" rules) governs this Document, any dispute I or my child have with the Released Parties and all other aspects of my or my child's relationship with the Released Parties, contractual or otherwise, and agree that any mediation, suit or other proceeding must be filed or entered into only in Texas. I agree to attempt to settle any dispute (not settled by discussion) through mediation before a mutually acceptable Texas mediator. COF reserves the right to dismiss any participant that staff believe, in their discretion, presents a safety, behavioral or other concern. I authorize COF staff, volunteers or other medical personnel to obtain or provide medical care for participant, to transport participant to a medical facility, and to provide treatment they consider necessary for participant's health. I agree to pay all costs associated with that care and transportation.

Media Authorization: I authorize COF or parties it designates the right and permission to photograph, film, record and/or otherwise capture in any media my or my child's name, image, voice, written statement, photograph and/or visual likeness (collectively "recordings") during the activities and use those in any media throughout the world, in perpetuity, including for sale, reproduction or display on the internet or in publications, brochures, CDS, DVDS, motion pictures or in other form for any informational, educational, promotional or other purpose, without compensation to me or my child. I agree that COF shall own all ownership and copyright rights in the recordings.

This Document is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Document is deemed unlawful or unenforceable, it shall not affect the enforceability of other provisions, and the remaining provisions shall continue in full force and effect.

Participant and/or parent/s of a minor participant agree: I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and legally binding upon me, my spouse, participating minor child and other children, and parent/s/participant's other family members, heirs, executors, representatives, subrogors, assigns and estate. **The participant in 9th grade or above must sign below. If participant is a minor (those under 18 yrs. of age in Texas) one parent or legal guardian, or both parent/s, if available, must also sign below.**

Participant Signature (sign if in 9th grade or above or print name of participant in 8th grade or below) /Date /Print name here /Birthdate

Parent/Guardian Signature (for minors – those under 18 yrs. of age) /Date /Print name here

Participant Medical Information

Participant Name: _____ Age: ____ Gender: _____ DOB: _____

Parent/Guardian Name: _____ Parent/Guardian Email: _____

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

Home Phone: _____ Parent Cell Phone: _____

Emergency Contact 1: _____ Phone: _____ Relationship: _____

Emergency Contact 2: _____ Phone: _____ Relationship: _____

Health Insurance Company: _____ Policy Holder: _____

Policy # or Group #: _____ Insurance Company Phone #: _____

Rx ID #: _____ Rx Group #: _____

Physician's Name: _____ Physician's Phone: _____

Dentist's Name: _____ Dentist's Phone: _____

Participant Medical History

Allergies of Any Kind: _____

Treatment for Allergies: _____

Physical Limitations: _____

Regular Medications:

Name	Dosage	Frequency
_____	_____	_____

Name	Dosage	Frequency
_____	_____	_____

Name	Dosage	Frequency
_____	_____	_____

Other Health Considerations (e.g., asthma, diabetes, etc.): _____

****Please attach a copy of both sides of your insurance card to this document***