# **THE ARK Christian Ministries**

## **RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

### $RULES\ FOR\ ALL\ ACTIVITIES$ (Must be read before participating)

- I acknowledge that this agreement is binding.
- I understand the nature of this activity, I am in good health, and in proper physical condition to participate and acknowledge that if I believe conditions are unsafe, I will immediately discontinue participating in the activity.
- I realize there is a risk and assume all responsibilities of the same.
- I will follow all special instructions (including these rules), which the facilitator, lifeguards, referees or their agents may give prior to each activity
- I will read and obey all signs posted.
- I will treat all equipment and facilities with respect or I will pay for any damages.
- I will not use illegal drugs or alcohol of any type before or during activities.
- Should I see or believe another participant might be injured; I will immediately stop the activity and assist the participant.
- If you do not know how to swim, you must stay in waist deep water only.

#### RULES FOR PAINTBALL (Must be read before participating)

- I will adjust the velocity of my paint gun to shoot at or below the posted maximum (285 fps) for each game I play.
- I will wear approved goggles, and other safety equipment at all times within playing, chronograph, and target areas.
- I understand that I will be ejected from the game for the unauthorized removal of my goggles within playing, chronograph, and target areas.
- I will keep my paintball gun barrel plugged or covered at all times while outside the playing, chronograph, and target areas.
- I will do no tree climbing or other dangerous or hazardous activities while playing paintball.
- I will assist the field operator or sponsor in keeping the playing field boundaries well marked.
- I agree to all the federal, state, and local laws governing the playing of paintball.

I have read the rules above and agree to abide by them at all times. Participant's Initials

## RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

I understand the nature of this activity and that I am qualified, in good health, and in proper physical condition to participate and acknowledge that if I believe conditions are unsafe, I will immediately discontinue participating in the activity. I fully understand that participating in activities or use of any facility or equipment of THE ARK CHRISTIAN MINISTRIES, or engage in and/or receive instruction in any activity or activity incidental thereto **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF SERIOUS BODILY INJURY**, including permanent disability, paralysis and death which may be caused by my own actions, or inactions, those of others participating in the event, the conditions of which the event takes place, or the negligence of the "releases" named; at THE ARK CHRISTIAN MINISTRES in the city of Converse, County of Grant, and the State of Indiana. Participation gives THE ARK CHRISTIAN MINISTRES permission to use participant's image in publicity materials (photos, videos, quotes).

It is the intention of the undersigned participant and/or legal guardian(s) for him/herself, his/her heirs, executors, administrators, or assigns agrees that in the event of any claim for personal injury, property damage, or wrongful death shall not be prosecuted against THE ARK CHRISTIAN MINISTRIES or its officers, agents, servants, and employees, other participants, sponsors, advertisers, and if applicable to owners or lessors of the premises on which the activity takes place. The undersigned participant and/or legal guardian will indemnify THE ARK CHRISTIAN MINISTRIES, from all liability for personal injury, property damage, or wrongful death of the participant caused by any act of negligence will indemnify and hold harmless THE ARK CHRISTIAN MINISTRIES and its officers, agents, servants, and employees, other participants, sponsors, advertisers, and if applicable owners or lessors of premises on which the activity takes place.

The undersigned participant represents that he/she has read this Release, has requested and has been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or 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 signing this Release. The undersigned parent or legal guardian intends his or her signature to be complete and unconditional release of all liability to the greatest extent allowed by law and if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

| Signature of Participant: | Today's Date: | Emergency Number: |
|---------------------------|---------------|-------------------|
| Address:                  | _City:        | State: Zip:       |
| Email Address:            |               | Date of Birth//   |

## PARENT/GUARDIAN CONSENT

AND I, the Minor's parent and/or legal guardian, I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by signing it and have signed it freely and without any induced assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. I understand the nature of the above referenced activities and the minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if, despite, this release, I, the minor, or anyone on the minor's behalf makes a claim against the above releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim.

Signature of Parent/Guardian\_

Date:\_