



## **Acknowledgement of Risks, Assumption of Risk and Responsibility, and Release of Liability**

**Acknowledgement of Risks:** I realize that there are inherent dangers in any outdoor activity that may be offered at Montgomery Presbyterian Conference Center, Inc ("Montgomery Center"), with or without a facilitator. These activities may include, but are not limited to, swimming, climbing, hiking, challenge courses, campfires, fishing, boating, tubing, and archery. These activities may involve hazards including, but not limited to, the following: 1) Rough terrain; 2) Fire hazards including embers and smoke inhalation; 3) An "Act of Nature," which may include tree falling, rock falling, inclement weather, thunder and lightning, severe and/or varied wind, temperature or weather conditions; 4) Hot and cold weather conditions including heat exhaustion, heat stroke, and hypothermia; 5) Travel to and from the activity by foot through wooded areas and strenuous terrain where poison ivy, oak, and sumac; stinging bees and wasps; poisonous snakes; and other plants and wildlife are sometimes or often found; 6) Falling, diving, swimming, or floating in a lake where there are no lifeguards present to rescue me/us from further injury or drowning; 7) Personal property may be lost or damaged.

I also realize that risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Montgomery Center, or the negligence of participants or others, and that risks and dangers may arise from foreseeable and unforeseeable causes, including, but not limited to, a facilitator's ability to make decisions or judge terrain, weather, trail, or water conditions, or the risks of falling on challenge courses, or the risks of falling out, turning over, or drowning while boating. I fully understand that the aforementioned risks, dangers, and hazards are integral to recreational activities taking place in an outdoor environment, and that wearing a U.S. Coast Guard approved personal flotation device is an important safety precaution for water activities.

**Express Assumption of Risk and Responsibility:** In recognition of the inherent risks of the activities which I and any minor children for whom I am responsible will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the equipment, and I/we choose to participate in spite of the risk. I/we participate willingly and voluntarily and assume full responsibility for any losses or damages, whether caused in whole or in part by the negligence of owners, agents, officers, or employees of Montgomery Center, or any other person. These losses and/or damages include but are not limited to, sprains, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasion, and/or contusions, dehydration, drowning, oxygen shortage, exposure, head, neck, and/or spinal injuries, animal bite or attack, insect bite, allergic reactions, shock, paralysis, or death.

**Authorization:** I/we hereby authorize any medical treatment deemed necessary for any injury incurred while participating.

**Expenses:** I/we have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**Release of Liability:** In consideration of services and equipment provided, I, for myself and any minor children for which I am parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release, waive, discharge, hold harmless, and indemnify Montgomery Center, and its owners, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise which may arise out of my/our use of equipment or my/our participation in any of the aforementioned activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I/we may have presently or in the future for the negligent acts or other conduct by the owners, officers, or employers of Montgomery Center.

My signature below on this date and subsequent dates indicate that I have read and understand this document, acknowledge that it affects my/our legal rights, and agree to be bound by its terms. My signature also signifies my intention to exempt and relieve Montgomery Center, its owners, officers, and employers from any liability for personal injury, property damage, or wrongful death caused by negligence or any other cause.

Print Name of Minor Participant(s): \_\_\_\_\_

Signature \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent or Guardian Signing for Minor Under 18

Signature \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Adult Participant

Signature \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Adult Participant