

**PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK**

**Ross Point Challenge Course Eligibility**

Climbing Wall: ages 7 and older

High Ropes Course: ages 12 and older depending on physical stature required to reach overhead cables and ropes

Team Building Initiatives: 12 and older

In consideration of the services of Ross Point Camp & Conference Center, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "Ross Point"), I hereby agree to release, indemnify, and discharge Ross Point, 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 challenge course activities entails known and unanticipated risks which 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. Ross Point programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in challenge course activities. **The risks include, among other things:** slips, falls, and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity, there may be contact with plants, animals, or insects that could create hazards such as stings, allergies, and associated disease. Furthermore, Ross Point trainers, instructors, and facilitators have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities; they might misjudge the weather. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Ross Point from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Ross Point's equipment or facilities, **including any such claims which allege negligent acts or omissions of Ross Point.**

4. Should Ross Point or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have and I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

6. 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 Ross Point 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 understand it, and I agree to be bound by its terms.**

Signature of Participant: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**[THIS SECTION IS ONLY FOR THOSE UNDER 18]  
PARENTS OR 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 Ross Point to participate in its activities and to use its equipment, I further agree to indemnify and hold harmless Ross Point 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.

Parent or Guardian: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Continued on reverse for medical information**  
**Everyone must complete the top 3 questions on the reverse side**

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**EMERGENCY MEDICAL INFORMATION**

|     |     |  |
|-----|-----|--|
| No  | Yes | If yes, please explain.  |
| ___ | ___ | Allergies to foods, drugs, insect bites, dust. Please identify which and the nature of the reaction_____ |
| ___ | ___ | Physical disabilities or conditions. Please identify_____  |
| ___ | ___ | If you are presently taking any medication, please identify_____   |

**ONLY COMPLETE PART I OR PART II FOR CHILDREN UNDER 18**

**Part I** (To grant Consent for a Child under 18 years of age)

Purpose: To enable parents and legal guardians to authorize the provision of emergency treatment for children who become ill or injured while under the care and authority of Ross Point Baptist Camp, when parents or guardians cannot be reached. In the event that reasonable attempts to contact me at \_\_\_\_\_(phone number) or \_\_\_\_\_(other parent or guardian) at \_\_\_\_\_(phone number) have been unsuccessful, I hereby give my consent for: (1) The administration of any treatment deemed necessary by Dr. \_\_\_\_\_(preferred physician) at \_\_\_\_\_(phone number) or Dr. \_\_\_\_\_(preferred dentist) at \_\_\_\_\_(phone number) or in the event the designated preferred practitioner is not available, by another licensed physician or dentist; and (2) the transfer of the child to \_\_\_\_\_(preferred hospital) or any hospital reasonably accessible.

This authorization does not cover major surgery unless the medical opinions of two other licensed practitioners concur with the necessity for such surgery are obtained prior to the performance of the surgery.

Facts concerning the child's medical history and conditions to which a physician should be alerted:

\_\_\_\_\_

X \_\_\_\_\_ Phone \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or legal guardian

Address: \_\_\_\_\_

Street City State Zip

**Part II** (To decline Consent for a Child under 18 years of age) **(Only if Part I was not completed)**

I do not give my consent for emergency medical treatment of my child. In the event of an injury or illness requiring emergency treatment, I wish Ross Point Baptist Camp take no action or to only \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

Signature of parent or legal guardian

Address: \_\_\_\_\_

Street City State Zip