

Golden Bell Camp & Conference Center

Assumption of Risk, Waiver and Release of Liability and Indemnity, Likeness Agreement, Medical Care, and Transportation

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

Statement of Risks

Activities at Golden Bell Camp & Conference Center (Golden Bell) include, but are not limited to ziplines, climbing wall, high challenge course, hiking, horseback riding, tubing, sledding, archery, white water rafting, swimming pool with diving board, kayaks, over-night camping offsite, disc golf, mini-golf, dodgeball, basketball, and similar activities. Some activities are off-site and will involve transportation provided by Golden Bell to and from the activity.

Participating in Golden Bell activities contains certain inherent risks and hazards. Risks include, but are not limited to: physical injury, trauma, emotional injury, property damage or loss, and possibly death. Hazards include, but are not limited to: falling from a height of up to 100 feet, injury from uneven surfaces of rock and dirt or snow and ice on the property, being struck by balls and other objects, falls while tubing or sledding, equipment failure, car accident, attacks by wildlife, high altitude and weather-related injuries, drowning, heat exhaustion, insect bites, and hypothermia.

Only you know the abilities, limitations, and prior medical history of yourself or the minor listed below (your child) and can evaluate whether or not you or your child should participate.

Acknowledge and Acceptance of Risks

I, on behalf of myself, and if applicable, on behalf of the minor listed below, have read the previous paragraphs and agree:

- I fully understand the nature of the Golden Bell activities, and that serious risks could be involved;
- I understand the demands of those activities relative to my physical condition, abilities, limitations and skill level;
- I fully understand the types of injuries that may occur as a result of such activities;
- I hereby agree that my, and, if applicable, my child's participation at Golden Bell is voluntary and that I, on behalf of myself and, if applicable, my child, knowingly assume all inherent risks of the activities noted above.

Waiver and Release of Liability Agreement

In consideration of permission for me and/or my child, to participate in the activities described, use the property, facilities, and equipment of Golden Bell, I (on behalf of myself and/or the minor listed below, my child, my spouse, heirs, personal representatives, my estate, my parents and assigns, referred to as "Releasing Parties") agree not to sue and hereby waive, release, and discharge Golden Bell, and their respective owners, directors, officers, employees, volunteers, independent contractors, agents, affiliates, successors, and assigns (referred to as "Protected Parties") from any and all liability. This includes any liability arising from or related to all claims, lawsuits, or causes of action, including damage to or loss of property; injury or death to myself, my child, or any family members; and consequential damages arising from any injury or loss, such as the inability to work, loss of consortium or other damages. This includes all claims arising from the presence on, and/or use of Golden Bell facilities and/or participation in activities, **and includes any claims resulting from the ordinary negligence of the Protected Parties.**

Indemnity Agreement

I, on behalf of myself and, if applicable, the minor listed below, also agree to hold harmless, defend, and indemnify Protected Parties (including, but not limited to defending any lawsuit or arbitration, and paying any judgment and costs, including investigation costs, attorneys' fees, experts' fees and related expenses) from any and all claims, lawsuits or arbitrations brought by the Releasing Parties arising from my and, if applicable, the minor listed below, death, injury, or loss due to involvement in Golden Bell activities **(including those arising from the inherent risks of the activity and/or the ordinary negligence of Protected Parties.)**

Likeness Agreement

I grant Golden Bell permission to use my likeness or the likeness of the minor listed below in its publications, websites, marketing and other materials, without payment or prior approval.

Medical Clause

In case of medical need or injury, I understand that Golden Bell will make every reasonable effort to reach my emergency contact. If my emergency backup contact cannot be reached, I authorize Golden Bell to arrange for emergency medical or

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dental services for me and, if applicable, the minor listed below. I will be responsible for any medical, dental, and related expenses for me or the minor. Any provider of care can rely on this document as authority to treat me or the minor appropriately and to bill me directly for the costs thereof. I agree I am responsible for communicating any relevant medical conditions to Golden Bell.

I hereby release and forever discharge the Protected Parties from any claim whatsoever that arises or may hereafter arise on account of the decision by any representative or agent of the Protected Parties to exercise the power to consent to emergency medical or dental treatment as described.

Transportation

I understand that some activities are off-site and Golden Bell will provide transportation to and from the activity. I give consent for myself and if applicable, on behalf of the minor listed below, to be transported by Golden Bell and will assume all liability for any injury that may result during the transport to and from the activity/event.

Clarifying Clauses

I expressly agree that the Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, which are the laws that govern this Agreement. I agree that, in the event any clause or provision of this Release is held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. Further, a waiver of a right under this Release does not prevent the exercise of any other right. If any dispute arises out of this Agreement, I agree that I will attempt to resolve such dispute in Christian mediation with a trained mediator, before filing any legal action. To revoke this Agreement, I must notify Golden Bell in writing in advance of the event.

Acknowledgment of Understanding

By signing below, I agree I have read both sides of this form and understand that by signing this form, I am giving up legal rights and, if applicable, the rights of the minor listed below, and the rights of any Releasing Party to sue for damages in the event of death, injury, or loss. I further acknowledge that I, on behalf of myself and, if applicable, the minor listed below, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability, including that due to inherent risks of the activity to the greatest extent allowed by law of the State of Colorado.

Adult Participant *AND/OR* *Parent or Legal Guardian of Minor(s) listed below*

Arrival Date *Signature* *Printed Name*

Address

Home Phone *Work Telephone* *Cell Telephone*

Emergency Contact *Work Telephone* *Cell Telephone*

Name of each child or youth to whom this release applies, his or her birth date, and all activities minor(s) is(are) prohibited from engaging in by parent or legal guardian. If left blank, there is no objection to activities.

Name: _____ **Birth date:** ___/___/___ **Prohibited Activities:** _____

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Name: _____ **Birth date:** ___/___/___ **Prohibited Activities:** _____

Name: _____ **Birth date:** ___/___/___ **Prohibited Activities:** _____

Relevant Medical Information

Family physician: _____ Phone Number: _____

Medical insurance company and policy number: _____

Authorized medications and time they should be administered:

NAME OF MEDICATION

TIME(S) OF ADMINISTRATION

Do you or your child have any allergies or special medical conditions of which we should be aware?
