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Equipping teens to become effective godly leaders who engage the culture from a Biblical perspective

PARTICIPANT RELEASE AND WAIVER OF LIABILITY AGREEMENT

The signature of the camper's parent/legal guardian is required in order to attend LEAD Wisconsin. If the camper an adult, then the camper must sign.

_____, I am an adult camper ("Participant"), or I am a minor child ("Participant") and my parent having legal custody and/or my guardian's name ("Parent") is _____. The Participant (and Parent) desire(s) the Participant to attend LEAD Wisconsin at Maranatha Baptist University in Watertown, Wisconsin (hereafter referred to as "LEAD WI"), and to participate and engage in activities related to LEAD WI.

IN CONSIDERATION of the acceptance of the above-named Participant's attendance and participation in LEAD WI, the Participant (and Parent), do(es) hereby freely, voluntarily and without duress accept the conditions and risks outlined in this LEAD Wisconsin Participant Release and Waiver of Liability Agreement ("Agreement"), sponsored by Wisconsin Family Council. The Participant (and Parent) further represent(s) and agree(s) that:

1. Assumption of Risk and Waiver of Liability. The Participant (and Parent) understand(s) that, while at LEAD WI, Participant may participate in recreational activities, service activities, and large & small group gatherings, and that such activities may take place in partnership/cooperation with other non-Wisconsin Family Council entities. The Participant (and Parent) hereby assume(s) all responsibility for, and waive(s), release(s) and discharge(s) Wisconsin Family Council and its cooperating entities, including without limitation, Maranatha Baptist University, and their members, directors, officers, agents, employees, volunteers, representatives, contractors and other associates, from any and all liability and claims of any kind whatsoever, including, without limitation, any act or omission, including ordinary negligence, personal injury, death, loss of property, property damage, or other loss or damage that the Participant (and Parent) may have, or that may subsequently accrue to the Participant (and Parent), or to the Participant's (and Parent's) respective heirs, executors, administrators or assigns, as a result of Participant's participation in LEAD WI.

The Participant (and Parent) is/are aware of and understand(s) the potential for both known and unknown hazards and risks associated with participation in LEAD WI, including without limitation, the risk of serious injury or death associated with participation in and transportation to and from the various activities (such as transportation via bus to and from the Wisconsin State Capitol grounds) in conjunction with LEAD WI, risks associated with communal dormitory living, exposure to or the contraction of COVID-19 or other infectious diseases, severe weather conditions, and random acts of violence. Furthermore, the Participant (and Parent) assume(s) full responsibility for all medical bills, damages, or other losses of any kind associated with any serious illness, personal injury, permanent disability, bodily injury, death, or property damage while the Participant is participating in LEAD WI. The Participant (and Parent) accept(s) these risks on behalf of the Participant with full awareness and understanding of these risks and knowing the only source of insurance available to Participant (and Parent) must be provided by the Participant (and Parent). The Participant (and Parent) is/are not relying on any insurance to be provided by Wisconsin Family Council.

2. Indemnification of Wisconsin Family Council. In addition to the above release, the Participant (and Parent) shall indemnify and hold Wisconsin Family Council and its cooperating entities harmless from any and all personal injury, death, loss of property, property damage, or any other damages, relating to and arising from Participant's participation in LEAD WI. The Participant (and Parent) expressly agree(s) that the Participant (and Parent) shall be solely responsible for any expenses (including attorneys' fees and court costs) incurred by Wisconsin Family Council or its cooperating entities in defending any legal claims arising out of Participant's participation in LEAD WI.

3. Known Medical Conditions. The Participant (and Parent) attest and certify that Participant has notified Wisconsin Family Council of all known medical, physical, psychological, or emotional conditions that would prevent Participant from safely participating in the activities in LEAD WI.

4. Medical Treatment. The Participant (and Parent) authorize(s) any and all attending health care professionals (which may include, without limitation, registered nurses, licensed practicing nurses, physicians' assistants, doctors, paramedics, or emergency medical responders) providing health care services to provide medical treatment deemed necessary, including, without limitation, to hospitalize, anesthetize, or perform surgery on the Participant as may be required. The Participant (and Parent) hereby forever release(s), acquit(s), discharge(s) and covenant(s) to hold harmless Wisconsin Family Council and said health care professionals from all actions, damages or liabilities arising out of the treatment of any illness, injury, or accident incurred during LEAD WI or any subsequent medical care received at a hospital or clinic. Wisconsin Family Council and said health care professionals shall incur no liability whatsoever while attempting to meet all medical needs the Participant may require during LEAD WI. The Participant (and Parent) understand(s) and agree(s) to be responsible for all medical costs associated therewith.

5. Return Costs. The Participant (and Parent) hereby assume responsibility for any and all return transportation costs involved in transporting Participant back from LEAD WI under unplanned-for circumstances, including, but not limited to, disciplinary action, illness, medical emergency, or death.

6. Consent to Wisconsin Family Council's Authority. The Participant (and Parent) expressly agree(s) to abide by all rules and guidelines established by Wisconsin Family Council for LEAD WI, including without limitation, the Camper Covenant required to be signed by all LEAD WI participants, and to fully cooperate with all in a position of authority during LEAD WI, as well as the rules imposed by Maranatha Baptist University to occupy on-campus housing during LEAD WI.

7. Extent of Release. The Participant (and Parent) expressly agree(s) that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and any other state whose jurisdiction in which any action or claim may be raised based on the Participant's involvement in LEAD WI, and that the Participant (and Parent) intend(s) this Agreement to be binding on the Participant (and Parent) and the Participant's family, estate, executors, heirs, successors, assigns, insurers, medical providers, and personal representatives.

8. Publicity Rights. The Participant (and Parent) understand(s) and agree(s) that during LEAD WI, the Participant may be photographed and/or videotaped by Wisconsin Family Council for internal and/or promotional use. The Participant (and Parent) hereby grant(s) and convey(s) to Wisconsin Family Council the right to use, for any Wisconsin Family Council publication, posting or advertisement, any photograph, video, or other likeness of the Participant in perpetuity without compensation or permission. The Participant (and Parent) further grant(s) and convey(s) to Wisconsin Family Council and all persons acting under its permission or authority, all rights, title, and interest, including but not limited to, exhibit this work publicly or privately and to market and sell copies in perpetuity without compensation or permission. The Participant (and Parent) waive(s) any right that the Participant (and Parent) may have to inspect or approve the finished product or the purpose for which the image is used. The Participant (and Parent) release(s) and discharge(s) Wisconsin Family Council, its successors and assigns and all persons acting under its permission or authority, from any liability, whether intentional or otherwise, including any distortion, alteration, or optical illusion that may occur in the making of the image or recording, or in any processing, distribution, or other use of the image or recording by Wisconsin Family Council.

9. Miscellaneous. The Participant (and Parent) hereby agree(s) that this Agreement represents the full understanding between Wisconsin Family Council and the Participant (and Parent), and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Agreement is held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such

term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions.

10. Understanding of the Parties. The Participant (and Parent) expressly agree(s) that this Agreement, including the waiver, release, and assumption of risk agreement, is intended to be as broad and inclusive as permitted by law, as stated herein. The Participant (and Parent) further state(s) that the Participant (and Parent) HAVE CAREFULLY READ THE FOREGOING WAIVER, RELEASE, AND ASSUMPTION OF RISK, AND UNDERSTAND(S) ITS CONTENTS. THE PARTICIPANT (AND PARENT) WILLINGLY AND VOLUNTARILY SIGN(S) THIS AGREEMENT. THIS IS A LEGAL DOCUMENT AND THE PARTICIPANT (AND PARENT) UNDERSTAND(S) THAT THE PARTICIPANT (AND PARENT) HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL BEFORE SIGNING IT.

Full Name of Parent/Guardian or Adult Camper:

Signature: _____

Date: _____