

All participants must have a valid liability waiver on file with Eastside Christian Church prior to event. This agreement is made available for your convenience. Minors must have their legal guardians sign the form for them. Instructions: Read and understand its provisions. If you consent to its provisions, sign and present to an Eastside Christian Church staff member prior to beginning the activity.

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK
Revised September 4, 2001

In consideration of the services of Eastside Christian Church, Extremeside Ministries, 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 "ECC"), I hereby agree to release, indemnify, and discharge ECC on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that off-road activities entail known and unanticipated risks, which could result in physical or emotion 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.

The risks include, but are not limited to, riding on uneven terrain and slips and falls; being struck by a moving vehicle or other objects dislodged or thrown from such; the use equipment; the forces of nature, including lightning and rapid weather changes; the risks of falling off; the risks of exposure to insect bites; the risk of cold including hypothermia; my own physical condition, and the physical exertion associated with this activity.

Furthermore, ECC staff and volunteers 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, the elements, or the terrain. 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 the risks existing in this 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 ECC 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 ECC's equipment or facilities, including any such claims which allege negligent acts or omissions of ECC.

4. Should ECC 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 adequate 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 myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

6. In the vent that I file a lawsuit against ECC, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in the action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found by a court of law to have waived my right to maintain a lawsuit against ECC on the basis of any claim from which I have released them herein.

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 ECC 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 understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Print Name: _____

Address: _____ City & Zip: _____

Phone Number: _____ Date: _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name) ("Minor") be permitted by ECC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ECC 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 of Guardian: _____ Print Name: _____ Date: _____

Additional copies of this form are available online at www.netcentermall.com/efwd