

**SONSHINE SPECIALIZED CAMPING MINISTRIES, INC.
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

FOR AND IN CONSIDERATION of being permitted to utilize the facilities, equipment, services and programs of Sonshine Specialized Camping Ministries, Inc. (or for such children identified below to so participate) for any purpose, including, but not limited to observation, use of the facilities or equipment, or receiving instruction, training, or supervision, participation in any program with, on behalf of, or affiliated with Sonshine Specialized Camping Ministries, Inc. (hereafter SSCM), THE UNDERSIGNED, for himself or herself and as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has either personally inspected and considered, or relied upon the affiliated Group's inspection and careful consideration of, such premises, facilities, equipment and programs. It is further warranted that such occupation and/or use of SSCM premises, facilities and equipment or participation in any program constitutes an acknowledgment that such premises, facilities, equipment, and programs, have been inspected and/or carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such use or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, facilities, equipment and programs.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER ONTO ANY PREMISES OR FACILITIES, USE EQUIPMENT, OR PARTICIPATE IN SSCM CAMPING ACTIVITIES FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, RECEIVING INSTRUCTION OR TRAINING, OR PARTICIPATING IN ANY PROGRAM AFFILIATED WITH SSCM, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE SSCM, its directors, officers, employees, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned and participating children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property, or resulting in death of the undersigned or such children, **whether caused by the negligence of the releasees or otherwise** while the undersigned, **or participating children** are in, upon, or about any SSCM-related premises or facilities, or using any SSCM-related equipment or participating in any program affiliated with SSCM, including, but not limited to boating and all related activities including, but not limited to water skiing, wake boarding and any other towing activities such as banana boating or inner tubing; swimming; wading; kayaking, hiking, diving, games, and skits. In consideration of accepting the registration and permitting the voluntary participation of the undersigned or such children in SSCM programs, **for myself and on behalf of the participant, I hereby release, discharge and agree to hold harmless SSCM, its employees, volunteers, officials, sponsors, and the agents, employees, officers, and directors of said persons or entities from any and all claims, demands, costs, expenses, and compensation arising out of or in any way related to any injury or damage that may result to said participant, including any physical or other injury or death caused by the negligence of any person or entity described above.**

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage, or cost releasees may incur, including reasonable attorney fees and costs, due to the presence of the undersigned or such children in, about, or upon the premises of SSCM or in any way observing, or using the facilities, or equipment, or participating in any program affiliated with SSCM **whether caused by the negligence of releasees or otherwise.**

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned and such children due to the negligence of releasees or otherwise while in, about, or on any premises associated with SSCM and/or while using any premises, facilities or equipment or participating in any program affiliated with SSCM. The UNDERSIGNED, for myself and on behalf of such children, our heirs, assigns and next of kin, acknowledge that participation in such outdoor activities as boating, water skiing, wake boarding, other towing activities such as banana boating or inner tubing; swimming; wading; kayaking, hiking, diving, rock jumping necessarily involves physical risks including risk of severe, permanent physical injury including bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. For myself, and on behalf of such children, our heirs, assigns and next of kin, we willingly and voluntarily accept and assume all such risk.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any disputes will be litigated in the County of San Joaquin and the prevailing party is entitled to reasonable attorney fees and costs.

THE UNDERSIGNED IS OF LEGAL AGE, HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL MODIFICATIONS, REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I HAVE READ THIS RELEASE.

Signature of Adult Participant or Parent

Name of Child in Program or Adult Participant

Date: ____ / ____ / 2020