

MT. PALOMAR BIBLE CAMP

Express Assumption of Risk, Complete Waiver and Agreement Not To Sue And Indemnity Agreement
(to be completed and signed by parent, guardian, volunteer or camper if applicable)

READ THIS AGREEMENT CAREFULLY

This Express Assumption of Risk, Complete Waiver and Agreement Not to Sue and Indemnity Agreement, is made by ("Camper or Volunteer") _____ if Camper/Volunteer is 18 years of age or older for himself, his agents, partners, associates, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with Camper/Volunteer (and is made by the undersigned parent or legal guardian ("Parent(s)") of Camper/Volunteer for and on behalf of Camper/Volunteer if Camper/Volunteer is not 18 years of age or older) in favor of San Diego Christian Foundation, Inc., its past and present members, volunteers, agents, partners, associates, affiliates, directors, officers, employees, predecessors, successors, heirs, assigns, representatives, attorneys, and all persons acting by, through, under, or in concert with it (collectively, "SDCF").

Camper/Volunteer wishes to (and if under 18 years of age also the Parent(s) authorize and grant permission to allow Camper/Volunteer to) participate in the Mt. Palomar Bible Camp ("Bible Camp") to be provided by SDCF.

In consideration for being accepted by SDCF for participation in Bible Camp to be provided by SDCF, the undersigned Camper/Volunteer and Parent(s):

1. UNDERSTAND AND ACKNOWLEDGE THAT TRAVEL TO AND FROM BIBLE CAMP AND ACTIVITIES AT BIBLE CAMP MAY BE DANGEROUS AND POSE THE POTENTIAL RISK OF PROPERTY DAMAGE, SICKNESS, BODILY INJURY AND DEATH TO ALL INDIVIDUALS WHO PARTICIPATE.
2. ASSUME ANY AND ALL RISKS, LIABILITY AND RESPONSIBILITY involved in or arising from Camper's/Volunteers travel to and from Bible Camp and Camper's/Volunteers participation in Bible Camp and all activities at Bible Camp including without limitation the risks of property damage, sickness, bodily injury or death resulting from the foregoing, whether or not caused by the negligence or other fault of SDCF.
3. Release, agree to indemnify and hold harmless from and agree not to sue SDCF on account of or in connection with any and all claims, liabilities, demands, obligations, causes of action, damages, losses, costs and expenses, including without limitation attorney's fees, of any nature whatsoever, known or unknown, fixed or contingent, whether or not caused by the negligence or other fault of SDCF; including, without limitation, any and all claims arising out of or connected with any property damage, sickness, bodily injury or death, as well any and all expenses of any nature whatsoever which may be incurred or sustained by Camper/Volunteer while traveling to and from the site for Bible Camp, during or in connection with Bible Camp in any way, and during Camper's/Volunteers participation in any and all activities associated with Bible Camp, and any claim arising out of strict product liability or any other liability without fault and further release, agree to indemnify and hold harmless SDCF against loss from any future claims, demands, damages and rights or actions not known to either party hereto, or which may later develop or be discovered and that may subsequently be brought by Camper/Volunteer or by any other person or persons on account of any property damage, sickness, bodily injury or death which may be incurred or sustained by Camper/Volunteer during or in connection with the foregoing and further agree to reimburse and make good to SDCF any loss, damages or costs SDCF may have to pay as a result of any such action, claim or demand.
4. Waive the protection afforded by any statute or law in any jurisdiction (e.g., California Civil Code § 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Agree to pay for any and all injuries and damages caused by Camper/Volunteer, negligently, willfully, or otherwise to Camper/Volunteer, to any other person, to SDCF and to any property.

If this box is not checked, Camper/Volunteer and Parents understand that SDCF from time to time produces promotional material relating to its programs and that Camper/Volunteer may be included in videotapes or photographs taken during Bible Camp so, without reservation or limitations, hereby assign, transfer and grant to SDCF, its successors and assigns, licensees, sponsors and all other commercial exhibitors the exclusive right to photograph and/or videotape Camper/Volunteer and to utilize such videotapes and photographs and Camper's/Volunteers name, face, likeness, voice and appearance as part of Bible Camp, in advertising and promoting similar future events. If this box is checked, Camper/Volunteer and Parents do not make such assignment or grant such rights.

I understand that SDCF is relying on this Agreement to accept Camper/Volunteer for participation in Bible Camp and would not accept Camper/Volunteer in Bible Camp if Camper/Volunteer did not execute this Agreement.

We have read and understand this Agreement. We understand that by signing this Agreement, we surrender valuable rights. We do so freely and voluntarily. We further certify that we have received and read a copy of this Agreement.

(Signature of Parent(s) or Court Appointed Guardian(s)**
Printed Name of Parent or Guardian: _____
Full Address of Parent or Guardian: _____
Date: _____

(Signature of Parent(s) or Court Appointed Guardian(s)**
Printed Name of Parent or Guardian: _____
Full Address of Parent or Guardian: _____
Date: _____

(Signature of Volunteer or Camper if 18 years of age or older)
Printed Name of Volunteer or Camper: _____

Date of Signature
Full Address of Volunteer or Camper: _____

**NOTE: Only the camper/volunteer needs to sign if Camper/Volunteer is 18 years of age or older. If the camper/volunteer is under 18, both parents should sign unless parents are separated or divorced, in which case, the custodial parent must sign.