DEERFOOT LODGE
CAMPER ASSUMPTION OF RISK,
RELEASE OF LIABILITY
AND INDEMNITY AGREEMENT

_____ Program Location:
Camper's Name and Date of Birth

☐ New York

☐ North Carolina

_____
Parent or Legal Guardian's Name

Please read this Agreement carefully. This is a contract and your signature below indicates that you have read, understood and agreed with every provision of this Agreement.

If you have any questions please do not hesitate to ask us for answers.

As consideration for allowing the Camper to attend and participate in any and all of the ministry and instructional program activities and services (collectively, the "Program") offered by Deerfoot Lodge Camps, LLC (and/or its affiliated entities, Christian Camps Inc. and Deerfoot Blue Ridge Holdings, LLC, collectively hereinafter referred to as "Deerfoot"), I, the undersigned parent (or guardian) of the Camper, on my own behalf and on behalf of the Camper, agree and promise as follows (Camper and Parent/Guardian individually and collectively referred to as "we", "us", or "our"):

INFORMED CONSENT TO AND ASSUMPTION OF RISK OF INJURY: We acknowledge that the Camper's participation at Deerfoot is purely voluntary and we are fully aware of all aspects of Deerfoot's Program and associated risks. We further understand and agree that it is not possible for Deerfoot to identify each and every risk that may arise during participation in Deerfoot's Program. We have been given ample opportunity to ask any questions which we may have about the Program and the environments to which the Camper may be exposed. We find and accept that the activities and Program of Deerfoot are reasonably safe and suited for the Camper program.

We also understand, accept, and assume the dangers and risks which are inherent in the operation of a wilderness overnight camp and the Camper's participation in theProgram. We know and understand that outdoor activities cannot be entirely safe. We understand that even with appropriate preparation, outdoor activities involve risks, including those that are inherent to the nature of the Program. We understand that due to the nature of the activities, there remain risks that can result in loss or damage to property and/or injury or damage to the Camper, including illness, disability, emotional and/or psychological trauma and death.

THE FOLLOWING DESCRIBES SOME, BUT NOT ALL, OF THESE INHERENT RISKS:

1. **ENVIRONMENTAL HAZARDS:** We understand, accept, and assume the risks arising from the fact that Deerfoot participants live, camp, travel, and receive instruction out-of-doors, where the Camper is subject to numerous risks, including, but not limited to, environmental hazards and risks, including weather conditions, lightening, earthquakes, forest fires, landslides, flooding, steep slopes, water conditions (temperatures, waves, rapids, etc.), insects, spiders, snakes, bears or other animal encounters, falling and rolling rock and timber,

falling off ledges or cliffs, the use of tools by the Camper and other and hidden or unavoidable obstacles. Such hazards and risks may result in minor, serious or catastrophic injury including, but not limited to, death, paralysis, lacerations, broken bones, concussions, burns, sunburn, hypothermia, frostbite, dehydration, diarrhea, flu-like illnesses, insect borne diseases, heatstroke, altitude sickness, poison oak/ivy, ticks and other insect bites.

2. **OUTDOOR RECREATION AND ACTIVITIES:** We understand, accept, and assume the risks arising from the fact that Deerfoot's Program may include, but is not limited to riflery, archery, hiking, backpacking, mountaineering, rock climbing, caving, whitewater rafting, paddle-boarding, canoeing, zip lining, swimming, and mountain biking. Campers receive instruction through various games in a wide range of environments. Campers may prepare trail meals over gas stoves and may do other camp-related tasks that are varied and sometimes unfamiliar. Water often requires disinfection before use. We further understand, accept, and assume the risks that some of these activities will be provided by third party operators who control and oversee their activities and over whom Deerfoot has no control.

3. **MEDICAL CARE:** We understand, accept, and assume the risks that the Deerfoot Program occurs in remote places, sometimes several days away from medical facilities. Communication and transportation can be difficult, and sometimes evacuation and medical care may be significantly delayed and may operate without due care. We understand that many areas where the Camper may travel do not have cell phone service.

4. **TRAVEL:** We understand, accept, and assume the risks that travel may be by van, car, raft, canoe, kayak, other watercraft, bike, on foot, and by any other means, over rugged and often unpredictable terrain, including, but not limited to, boulder fields, downed timber, rivers, rapids, river crossings, mountain passes, and slippery slopes and rocks. Attendant risks include the Environmental Hazards listed in Section 1, above, , collision, falling, capsizing, drowning, and others typically associated with such travel. Transportation to and from sites will typically involve passenger vans. We understand that camp vehicles, including such vans will travel on dirt roads as well as paved highways, and that in the event of a collision, a van provides less side impact protection than a school bus would and is more likely to overturn. We are aware of the risks of traveling in 15-passenger vans and accept this risk as an unavoidable component of the Deerfoot experience.

5. **HUMAN RISKS:** We understand, accept, and assume the risks that could arise from the acts, conduct, and mental/emotional state of the Camper and his fellow Campers that are outside the control of Deerfoot. These risks may include, but not be limited to, episodes of panic or similar emotional episodes, intentional or negligent acts by the Camper or other Campers, and failure to follow direction or instruction. We also understand, accept, and assume the risks that the Camper may be injured as a result of errors and/or negligence of Deerfoot staff and employees, including errors in judgment, conduct or their actions.

6. **COMMUNICABLE DISEASES**: We understand, accept, and assume the risk that naturally occurring disease processes (including, but not limited to, the COVID virus) can occur in all environments in which Deerfoot's Program takes place. We acknowledge that, although Deerfoot will take reasonable measures to minimize the risks of contact, transmittal, and exposure of the virus between people (including between other campers, employees, and third parties) that it is ultimately my and my Camper's sole responsibility to ensure that the Camper takes appropriate actions to safe-guard himself. We understand and agree that by allowing the Camper to participate at Deerfoot, we are accepting and assuming the risk that the Camper may be exposed and become ill as a result of a COVID virus and/or other communicable diseases and that it is an inherent risk of attending camp.

RESPONSIBILITY FOR OWN SAFETY: Decisions are made by Deerfoot staff members in a wide range of wilderness and other settings based on a variety of evaluations and perceived information which by nature may be imprecise and subject to error. Campers interact with fellow Campers, Deerfoot staff, the staff of third party operators, and members of the general public. Throughout the Program, we understand that Deerfoot expects Campers to actively accept and take responsibility for their own safety.

FITNESS TO PARTICIPATE: We will complete the Camper's online Health History form, as required in Deerfoot's application process and accept responsibility to verify with the Camper's physician that the Camper has no past or current physical, emotional, or psychological conditions or issues that would prohibit or interfere with the Camper from fully participating in the Program. We have also accepted the responsibility to verify that the Camper understands the physical preparedness as outlined in the information provided by Deerfoot including the Deerfoot website, media and camper handbook. The Camper agrees to comply with the instructions and directions of the Deerfoot instructors during the course of this Program, whether verbal or in writing. We understand that Deerfoot reserves the right to refuse to allow any person to participate who is judged to be incapable of meeting the rigors and requirements of participating in the Program. Therefore, we represent that the Camper is fully capable of participation in the Program, without causing harm to the Camper or others.

WE ASSUME AND ACCEPT FULL RESPONSIBILITY FOR (1) THE CAMPER'S ABILITY TO PARTICIPATE AND (2) FOR PERSONAL INJURY, EMOTIONAL OR PSYCHOLOGICAL TRAUMA, DEATH, LOSS, OR DAMAGE TO PERSONAL PROPERTY SUFFERED BY THE CAMPER OR US WHETHER DUE TO THE ACTIONS (INCLUDING NEGLIGENCE) OR INACTION (INCLUDING NEGLIGENCE), OF DEERFOOT, ITS EMPLOYEES, THE CAMPER, OTHER CAMPERS OR THIRD PARTIES.

AUTHORIZATION FOR MEDICAL TREATMENT: I, the above named Parent or Legal Guardian, hereby authorize and give permission to Deerfoot to seek, obtain, and consent to provide routine health care, the administration of prescribed medications, and emergency medical treatment for the Camper, as may be necessary, including, but not limited to, radiographic and similar imaging, routine tests, emergency transportation and treatment, surgery, and/or hospitalization. We further hereby give permission to and authorize any medical care provider attending to the Camper to secure and administer treatment, including hospitalization, surgery and anesthesia for the Camper as may be medically required. We agree to the release of any and all records necessary for treatment, referral, billing, or insurance purposes relating to the Camper.

COST OF MEDICAL TREATMENT: We agree to pay and accept full and sole financial responsibility for any and all medical services, emergency/medical transportation costs, medical treatments, hospitalizations, surgeries, and/or other types of services provided by any health care provider that may be incurred as a result of Camper's enrollment and/or participation with Deerfoot. In the event that Deerfoot pays any expenses for any above described medical treatment or services, we agree to fully reimburse Deerfoot for those expenses.

GENERAL RELEASE OF ALL CLAIMS AND COVENANT NOT TO SUE: WE, ON BEHALF OF OURSELVES, OUR HEIRS, AND/OR SUCCESSORS, DO HEREBY RELEASE, DISCHARGE, WAIVE, AND PROMISE NOT TO SUE DEERFOOT OR ANY OF ITS AFFILIATES, THEIR OWNERS, MANAGERS, MEMBERS, OFFICERS, DIRECTORS, ADMINISTRATORS, AGENTS, EMPLOYEES, VOLUNTEERS, AND/OR OTHER PARTICIPANTS, OFFICIALS, RESCUE PERSONNEL, SPONSORS, AND/OR ANY OTHER PERSONS OR ENTITIES ASSOCIATED WITH THE PROGRAM (hereinafter "RELEASEES") FOR AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL TRAUMA, AND/OR DEATH ARISING FROM AND/OR RELATED TO OUR CAMPER'S PARTICIPATION OR INVOLVEMENT IN THE PROGRAM **INCLUDING ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL TRAUMA, AND/OR DEATH ARISING FROM AND/OR RELATED TO THE ACTIONS (INCLUDING NEGLIGENCE) OR INACTION (INCLUDING NEGLIGENCE), OF RELEASEES, THE CAMPER, OTHER CAMPERS OR THIRD PARTIES.**

INDEMNIFICATION: I, THE UNDERSIGNED PARENT OR GUARDIAN, ON BEHALF OF MYSELF, MY HEIRS, AND/OR MY SUCCESSORS, DO HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RELEASEES FOR AND FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL TRAUMA, AND/OR DEATH ARISING FROM AND/OR RELATED TO THE CAMPER'S PARTICIPATION OR INVOLVEMENT IN

THE PROGRAM INCLUDING ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND/OR DAMAGES FOR PROPERTY DAMAGE, PERSONAL INJURY, EMOTIONAL TRAUMA, AND/OR DEATH ARISING FROM AND/OR RELATED TO THE ACTIONS (INCLUDING NEGLIGENCE) OR INACTION (INCLUDING NEGLIGENCE), OF THE RELEASEES.

RIGHT TO REFUSE AND EXPEL

We understand and agree that Deerfoot reserves and retains the right, at its sole discretion, to cancel, reject, and/or refuse the application, admission and/or participation of the Camper in its Program and that Deerfoot can exercise this right at any time, including expelling the Camper while attending and/or participating in Deerfoot's Program. We further understand and agree that in the event Deerfoot exercises this right, it may, at its sole discretion, retain or refund any and all deposits, fees, tuition, or other moneys paid for the Camper to attend Deerfoot.

PHOTOGRAPHIC AND AUDIO-VIDEO RELEASE: For the Camper and myself, We hereby authorize Deerfoot and its staff to take photographs and/or audio-video recordings that may include the Camper or me and to use the same for websites, brochures, newsletters, or in any other Deerfoot publications.

MEDIATION: We agree that if we have any legal dispute with Deerfoot or any Releasee, including any claims for personal injury or wrongful death, that cannot be settled through discussions between the parties, we will first attempt to settle the dispute through mediation before a mutually acceptable and certified mediator:

If the Camper is attending Camp in North Carolina - the mediation shall take place in Jackson County, North Carolina; or

If the Camper is attending Camp in New York - the mediation shall take place in Hamilton County, New York.

SUBMISSION TO JURISDICTION/CHOICE OF LAW AND FORUM: Any and all disputes, claims, lawsuits and/or complaints we might have against Deerfoot, the Releasees, or any third party operator with whom Deerfoot contracts, individually and/or collectively, shall be governed by the substantive laws of the State of in which the camp the Camper attends is located. By signing below, I on my own behalf and on behalf of the Camper, agree to submit myself to the personal jurisdiction of:

If the Camper is attending Camp in North Carolina - the State Superior Court located in Jackson County, North Carolina, and any action, lawsuit or other proceeding initiated by us or on our behalf, individually or collectively, shall only be brought or filed in State Superior Court located in Jackson County, North Carolina; or

If the Camper is attending Camp in New York - the State Supreme Court located in Hamilton County, New York, and any action, lawsuit or other proceeding initiated by us or on our behalf, individually or collectively, shall only be brought or filed in State Supreme Court located in Hamilton County, New York.

INTEGRATION: We understand and agree that this Agreement constitutes the fully integrated contract between us and Deerfoot and supersedes any and all oral and/or written expressions by Deerfoot whether such representations were given directly or indirectly to us about the Camper's experience and participation with Deerfoot.

SEVERABILITY: In the event that any clause or part of this Agreement is determined or found to be invalid by any court of competent jurisdiction, this finding shall not otherwise affect the validity or enforceability of the remaining parts of this Agreement.

WAIVER OF TRIAL BY JURY (NY only): We agree to waive our constitutional right to a trial by a jury in any legal proceedings related to the Camper's participation or involvement with the Program.

WE HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THE TERMS OF THIS AGREEMENT ARE REASONABLE AND SHALL

BE EFFECTIVE AND BINDING UPON THE UNDERSIGNED AND THEIR HEIRS, THE CAMPER(S), ESTATES, AND PERSONAL REPRESENTATIVES, AND ALL MEMBERS OF OUR FAMILY, BOTH BEFORE AND AFTER THE MINOR CAMPER REACHES MAJORITY. WE FURTHER UNDERSTAND THAT BY SIGNING THIS AGREEMENT WE ARE GIVING UP CERTAIN LEGAL RIGHTS ON OUR BEHALF AND ON BEHALF OF THE CAMPER.

ELECTRONIC SIGNATURES: **By electronically signing this Agreement, I agree that my signature below is the legally binding equivalent of my handwritten signature on paper. My electronic signature applies to all pages and terms of this Agreement.**

I, the undersigned Parent/Guardian, state affirmatively that I have legal custody over the Camper, a minor child, and have complete authority to sign this Agreement on the Camper's behalf. My consent and agreement to the terms hereof binds me, the Camper, and/or any other parent, guardian or custodian who may also have authority to make such agreements.

Parent/Guardian Signature: _____ Date: _____