

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Camp Pyoca, Presbytery of Whitewater Valley Inc., 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 "Camp Pyoca"), I hereby agree to release and discharge Camp Pyoca and the Presbytery of Whitewater Valley and its related entities, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in challenge course activities entails known and unanticipated risks which could result in physical or emotional 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, **among other things:** Camp Pyoca programs are based on the "challenge by choice" principle. At any time you and/or your group are free to withdraw from participation in challenge course activities and its potential for: slips, falls, and falling; rope burns; pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity, there may be contact with plants, animals, or insects that could create hazards such as stings, allergies, and associated disease. Furthermore, Camp Pyoca trainers, instructors, and facilitators 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.

2. I expressly agree and promise to accept and assume all risks existing in the 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 TO HOLD HARMLESS CAMP PYOCA 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 CAMP PYOCA'S EQUIPMENT OR FACILITIES, INCLUDING ANY SUCH CLAIMS WHICH ALLEGE NEGLIGENT ACTS OR OMISSIONS OF CAMP PYOCA

4. Should Camp Pyoca or the Presbytery of Whitewater Valley and its related entities 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 to 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 event that I file a lawsuit against Camp Pyoca or the Presbytery of Whitewater Valley and its related entities, I agree to do so solely in the state of Indiana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law roles of that state.

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 CAMP PYOCA OR THE PRESBYERY OF WHITEWATER VALLEY AND ITS RELATED ENTITIES 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 understand it, and I agree to be bound by its terms.

Signature of Participant: _____ Printed Name: _____
Address: _____
Phone: _____ 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") being permitted by Camp Pyoca to participate in its activities and to use its equipment, I further agree to indemnify and hold harmless Camp Pyoca and the Presbytery of Whitewater Valley and its related entities 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 or Guardian: _____ Printed Name: _____ Date: _____

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

EMERGENCY MEDICAL INFORMATION

No	Yes	If yes, please explain.
_____	_____	Allergies to foods, drugs, insect bites, dust. Please identify which and the nature of the reaction. _____
_____	_____	Physical disabilities or conditions. Please identify. _____
_____	_____	If you are presently taking any medication, please identify. _____

COMPLETE PART I OR PART II ONLY

Part I (To grant Consent for a Child under 18 years of age)

Purpose: To enable parents and legal guardians to authorize the provision of emergency treatment for children who become ill or injured while under the care and authority of _____, when parents or guardians cannot be reached. In the event that reasonable attempts to contact me at _____(phone number) _____or _____; (other parent or guardian) at _____. (Phone number) have been unsuccessful, I hereby give my consent for: (1) the administration of any treatment deemed necessary by Dr. _____ .(preferred physician) at _____.(phone number) or Dr. _____ (preferred dentist) at _____.(phone number) or in the event the designated preferred practitioner is not available, by another licensed physician or dentist, and (2) the transfer of the child to _____(preferred hospital) or any hospital reasonably accessible.

Except in the case of a clear emergency with life threatening potential for failure to act with dispatch, this authorization does not cover major surgery. Prior to the performance of any major surgery under any circumstances, the medical opinions of two other licensed physicians who are experienced with the conditions diagnosed shall be first sought and they shall concur in the procedures proposed.

Facts concerning the child's medical history and conditions to which a physician should be alerted

X _____ Phone _____ Date _____
Signature of parent or legal guardian

Address: _____
Street City State Zip

Part II (Complete only if Part I was not completed)

I do NOT give my consent for emergency medical treatment of my child. In the event of an injury or illness requiring emergency treatment, I wish _____ TAKE NO ACTION or to _____

X _____
Signature of parent or legal guardian Date

Address: _____
Street City State Zip