

SPORTS RELEASE (General)
Shepherd of the Hills/Hillcrest Christian Church
19700 Rinaldi Street, Porter Ranch, California 91326
(818) 831-9333

Name of Participant: _____ Age: _____

Minor Participant: If Participant is a minor, under the age of 18, this **SPORTS RELEASE** and accompanying **MEDICAL RELEASE** must be signed by a parent or legal guardian.

Sports Activity: Mountain Biking

Location: This Sports Release (General) covers all Activities on any Church campus or on any other property, including public property, used for or in connection with a Church sponsored event.

Date(s) 2018

Sponsor: Shepherd of the Hills/Hillcrest Christian Church, a California religious nonprofit corporation, and its officers, directors, elders, employees, agents, volunteer coaches, workers, promoters, affiliates and assignees of Shepherd of the Hills/Hillcrest Christian Church are sponsors of the sports activity and are hereinafter collectively referred to as "Church". Affiliates include other churches and organizations co-sponsoring or hosting the sports activity.

Notice: All sports activities, including the sports activity described herein, are, by their nature, inherently dangerous and may result in injures including serious bodily injury and/or death which no amount of care, caution, instruction, supervision, or expertise can eliminate. One or more sports activity(s) listed above may involve outdoor sports and adventure activities. These activities are intended to provide various experiences and outdoor adventures to participants. Although not an exhaustive list, by way of example, these activities may include horseback riding, mountain biking, hiking, skateboarding, in-line skating, go-karts, obstacle courses, rock climbing, paint ball, laser tag, backpacking, camping, boating and water sports, including surfing, water skiing and swimming. Water sports, particularly at the beach, can be extremely hazardous. All participants in any water sport should be good swimmers and trained in water safety. While it is impossible to foresee and describe all these future activities, these types of activities in particular involve a high degree of risk. Sponsor has no control over other participants in these activities, the weather or other elements involved. Many of these sports activities are supervised by the outdoor or adventure activity operator or owner and not by the Sponsor. One or more activity(s) listed above may involve individual or team sports such as flag football, basketball, volleyball, softball, etc. All of these activities vary in the degree of difficulty, skill and fitness required as well as the physical risk attendant to participation. Injuries are inevitable. Common injuries include cuts, scrapes, bruises, sprains, altitude sickness, poison oak, insect bites, etc. More serious injuries and or death can result, including, but not limited to, broken bones, head injuries, heat exhaustion, dehydration, and severe exposure to elements and in the case of waters sports, drowning. Church assumes no responsibility for injuries to Participants. Each Participant should be in the physical condition to participate in the sports activity(s), free of any pre-existing problem or condition which could affect his or her participation.

Binding Contract: In consideration for my participation, or in the case of a minor Participant, on behalf of that minor Participant, the undersigned makes the following representations and enters into the following binding contractual agreements. I acknowledge that by signing this document I, or in the case of a minor Participant, on behalf of that Participant, I release Church from liability as hereinafter described. I acknowledge this document is a contract with legal consequences. I acknowledge I have been advised to read it carefully before signing and have done so.

Acknowledgment: I, or in the case of a minor Participant, the parent or guardian having legal custody of the minor Participant, acknowledge that the herein described sports activity is inherently dangerous and may result in injuries, including serious bodily injury and/or death, which no amount of care, caution, instruction, supervision or expertise can eliminate. I, or in the case of a minor Participant, as the parent or legal guardian of the minor Participant, I further acknowledge that I have been fully and completely advised of the potential risks and dangers incident to participation in the sports activity, and I acknowledge that participation in this activity is voluntary and not as a requirement of the Church. I, or in the case of a minor Participant, on behalf of that minor Participant, I acknowledge and agree that I am responsible for the treatment of any injuries sustained participating in the sports activity. I, or in the case of a minor Participant, as the parent or legal guardian of the minor Participant, I further acknowledge that I have been informed and understand the degree of difficulty, ability and fitness necessary to participate in the sports activity and represent and warrant that I/the Participant am/is sufficiently qualified to participate in the sports activity. I represent and warrant that I/we maintain personal health and/or accident insurance sufficient to cover bodily injury and/or damage resulting from the participation in the sports activity. I represent that I/the minor Participant is currently in good health and has no known physical or mental conditions which would impair my/his/her ability to participate fully in the sports activity.

Emergency Aid: In the event I suffer sudden illness, accident or injury, I give permission and authorize Church to provide emergency aid and do authorize such emergency transport and medical treatment that is deemed necessary by any paramedic, emergency medical technician, physician or other health care professional. I understand and acknowledge that Church is authorized to provide emergency medical aid only and is not responsible for emergency transport or medical treatment. **Note – If Participant is a minor the separate Medical Release for Minors at the end of this document must be completed.**

Permission, Release and Indemnity: In the case of a minor Participant, as the parent or legal guardian of the minor Participant, I give my permission for the minor Participant to participate in the sports activity described above. In consideration for my/the Participant's participation in this sports activity, I, or in the case of a minor Participant, the parent or legal guardian of the minor Participant, state that I am fully aware of the risks associated with the sports activity and freely assume that risk. Further, I, on behalf of myself/the Participant, our heirs, assigns and personal representatives hereby, waive, release, forever discharge, indemnify and hold harmless the Church from any and all claims, including but not limited to claims for bodily injury, property damage, or death arising directly or indirectly from my/the Participant's participation in the sports activity, including injuries or losses caused by the ordinary negligence of Church and the ordinary negligence, gross negligence and willful misconduct of third parties including other Participants in the sports activity or as a result of any equipment failure or property defect in connection with the sports activity.

Additional Releases: I further understand that the owner or operator of the outdoor or adventure activity may require separate and additional releases in order to participate in the activity. I understand that Sponsor has no control over the contents or requirements of such additional releases and that the terms and conditions of this Sports Release are not affected by the presentation, acceptance, or signing such additional releases. If the activity(s) include travel to a foreign country a **Foreign Country Supplement** to this Sports Release is required to be attached.

General Provisions: Any provision or portion of this Sports Release found to be invalid by a Court having jurisdiction shall be invalid only with respect to such provision or portion thereof, and then only to the extent necessary to avoid such invalidity. The offending provision or portion shall be modified to the maximum extent possible to confer upon the parties the benefits intended thereby. The provision or portion as modified and the remaining provisions or portions hereof shall be construed and enforced to the same extent as if such offending provision or portion thereof had not been contained herein, to the maximum extent possible.

Mediation/Arbitration: I further agree that any claim or dispute arising from or related to this Sports Release, and the subject matter thereof (including the Minor Medical Release below) shall be settled by mediation and, if necessary, legally binding arbitration, in accordance with the Rules of the Institute for Christian Conciliation; judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. If a dispute or claim involves a claim as to which the Church's insurance, or the Church's insurance with respect to Church's officers, directors, elders, employees, agents, volunteer workers, promoters or affiliates, if any, applies, Church's insurer may elect not to submit the dispute or claim to mediation or arbitration as described in this Mediation/Arbitration provision, and unless the parties otherwise agree, this Mediation/Arbitration provision shall no longer be applicable with regard to the part of the dispute or claim as to which the Church's insurance applies. I agree that this Mediation/Arbitration provision shall be the sole remedy for any dispute arising between me, the Participant, and the Church, and do hereby waive, on behalf of myself, and in the case of a minor Participant, the Participant, the right to file any legal action against the Church in or before a civil court or agency, except to enforce an arbitration decision.

SO AGREED:

Participant's Signature