

AFCC RELEASE OF LIABILITY FORM

I, _____, understand that Cowboy Camp, in which I plan to participate OR allow _____, a minor in my care to participate, involves certain risks and that regardless of the precautions taken by the American Fellowship of Cowboy Churches (AFCC), the camp facility and volunteers helping with Cowboy Camp, some bodily injuries may occur. Specific risks/hazards involved in Cowboy Camp include but are not limited to the following: (1) auto accidents while traveling to and from camp activities or traveling on the camp premises; (2) dehydration; (3) physical injury sustained while participating in camp activities, many of which include livestock; and (4) medical problems such as illness, allergies, etc.

1. In consideration for receiving permission to participate in Cowboy Camp, which is sponsored by AFCC, I hereby release, waive, discharge, and covenant not to sue, and agree to hold harmless for any and all purposes, Cowboy Camp, AFCC, the camp facility, and all associated officers, servants, agents, volunteers, or employees (herein referred to as RELEASEES) from ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me while participating in such activity, or while on the premises that is owned, leased, or controlled by RELEASEES, including travel to and from Cowboy Camp activities, and even injuries sustained as a result of the negligence of RELEASEES. I understand this release does not apply to injuries caused by intentional or grossly negligent conduct on the part of the RELEASEES. I understand that AFCC and the camp facility are separate legal entities.

2. I am fully aware that there are inherent risks involved with Cowboy Camp and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I acknowledge there may be physically strenuous activities, many of which may include livestock. I know of no medical reason why I should not participate. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me as a result of participating in said activity including injuries sustained as a result of the negligence of RELEASEES. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage or costs, including court costs and attorney's fees, which may occur as a result of my participation in said activity including injuries sustained as a result of the negligence of RELEASEES. I understand this agreement to indemnify and hold harmless does not apply to injuries caused by intentional or grossly negligent conduct.

3. All Parties to this Agreement are Christians and believe that the Bible commands us to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-17 and 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this Agreement shall be settled by Biblically based mediation, and if necessary, legally binding arbitration. The Mediator and/or Arbitrator shall be compensated based on the amount of time spent on the case at his regularly hourly rates plus reimbursable out of pocket expenses. The Parties agree to share the cost of mediation or arbitration equally. Judgment upon an arbitration award decision may be entered in any court otherwise having jurisdiction. I understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive my right to file a lawsuit in any civil court against RELEASEES for such disputes, except to enforce an arbitration decision.

4. I understand that RELEASEES may not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.

5. It is my express intent that this Release shall bind the members of my family and spouse if I am alive, and my heirs, assigns, and personal representatives if I am deceased, and shall be governed by the laws of the state in which Cowboy Camp is hosted.

6. I understand RELEASEES cannot be expected to control all of the risks articulated in this form, but RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be solely my responsibility. I agree to indemnify and hold harmless RELEASEES for any costs incurred to treat me, even if a RELEASEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation.

7. In signing this Release, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future. I represent that I am eighteen (18) years of age or older and am otherwise competent to execute this agreement.

By my signature, I verify that I have read and understand every provision of this agreement.

Name of Camper _____

Signature _____ Date of Signature _____

If the participant is younger than 18 then his/her parent or legal guardian must sign where indicated below.

I am the Parent or Guardian of the aforementioned minor camper, and I verify by this signature the legal right to sign on behalf of the minor.

Name of Parent or Guardian _____

Signature of Parent or Guardian _____ Date of Signature _____