



Participation Agreement and Waiver

Winter Retreat at Stoney Creek Ranch – Feb 8-10, 2019

In consideration for and as a condition to the undersigned participant being permitted to participate in the Project (as defined below), I (being either the participant, or if the participant is a minor, then the participant's parents or guardians on behalf of the participant) agree as follows:

I acknowledge that travel to/from and participation in the First Colony Church of Christ's Winter Retreat at Stoney Creek Ranch, 1912 Zimmerscheidt Road, New Ulm, TX 78950 (the "Project") involves risk to the participant and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage, and financial damage. I hereby certify that I am free from any health condition that would prevent me from participating safely in the Project.

I hereby assume, acknowledge and accept the risks associated with travel to/from and participation in the Project. I accept personal financial responsibility for any injury or other loss sustained during the Project as well as for any and all medical treatment and costs of medical care rendered to the participant. ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, ASSIGNS, INSURERS, HEIRS, EXECUTORS, ADMINISTRATORS, SPOUSE, AND NEXT OF KIN, I HEREBY RELEASE, WAIVE, AND FOREVER DISCHARGE AND HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE FIRST COLONY CHURCH OF CHRIST AND ITS AGENTS, EMPLOYEES, OFFICERS, MINISTERS, ELDERS, VOLUNTEERS, OR ANY OTHER REPRESENTATIVES AND THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL DAMAGES, INCLUDING WITHOUT LIMITATION, SPECIAL AND CONSEQUENTIAL DAMAGES, AND ANY AND ALL CLAIMS FOR ANY INJURY ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROJECT, WHETHER SUCH INJURY ARISES OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES, THE PARTICIPANT, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, SICKNESS, INJURY, OR DEATH THAT MAY RESULT FROM INADEQUATE MEDICAL SERVICES AND SUPPLIES; HAZARDOUS TRAFFIC; ILLNESS AND ACCIDENT DUE TO THE FORCES OF NATURE; SICKNESS OR DISEASE; ANY ACT OR OMISSION BY BUS, HOTEL, OR RESTAURANT; OR ANY FINANCIAL OBLIGATION OR LIABILITY, OR DAMAGE OR INJURY TO ME, OR TO MY PROPERTY.

I hereby give the First Colony Church of Christ and the Released Parties permission to authorize medical and/or hospital treatment for any sickness or injury sustained by participant during the Project.

I acknowledge that the First Colony Church of Christ has provided me with an itinerary for Project and has held informational meetings to assist me in participating in the Project. I have been given the opportunity to attend informational meetings regarding the Project and request any additional information desired.

I hereby certify that I have either (a) coverage under a current, annual health insurance plan, or (ii) participation in a health sharing ministry that satisfies the requirements of the Affordable Care Act, which will provide coverage while participating on the Project. PROOF OF INSURANCE IS REQUIRED, AND MUST BE ATTACHED TO THIS FORM. I hereby acknowledge and agree that First Colony Church of Christ has no obligation to provide any health or medical insurance coverage of any kind and that I assume full financial and other responsibility for all

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of participant's medical costs and expenses during and after the Project, including but not limited to emergency transportation costs.

I grant permission for First Colony Church of Christ to use the participant's photo for its publicity and publications, including, but not limited to, the First Colony Church of Christ website, Facebook page or other social media, and printed material.

We are Christians and believe that the Bible commands Christians to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthews 18:15-20; 1 Corinthians 6:1-8). Therefore, I agree on behalf of myself and any of my relatives or legal representatives, that any claim or dispute arising from my participation in the Project or related to this Agreement shall be submitted to biblically-based mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure* published by the Institute of Christian Conciliation (hereinafter referred to as the "Rules"). The complete text of the Rules may be obtained by accessing <http://www.iccpeace.com/Rules/index.html>. All such mediation and arbitration shall take place in either Sugar Land or Houston, Texas. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction in Sugar Land or Houston, Texas. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising from my participation in the Project or related to this Agreement and they expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce an arbitration decision. The prevailing party in any legal proceeding, including arbitration, shall be entitled to recover from the non-prevailing party, all reasonable and necessary attorneys' fees, expert fees, and costs arising from the proceeding.

I further agree that this Participation Agreement and Waiver (this "Agreement") is binding upon me, my relatives, heirs, executors, administrators, assigns and legal representatives. This Agreement is to be governed by the laws of the State of Texas and is intended to be as broad and inclusive as permitted under Texas law. If any portion of this Agreement is held invalid, then that provision will be modified to the minimum extent necessary to make it enforceable and the rest of the Agreement will remain in effect as written.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTOOD ITS TERMS, UNDERSTAND THAT I MAY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant's Name (Please Print): _____

Signature of Participant: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____
(If the Participant is a minor)