

# ADULT RELEASE FORM

## ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

I desire to attend the Retreat being hosted by \_\_\_\_\_ at Allaso Ranch (the "Ranch") and participate in activities, as defined herein below ("Activities"). I understand that neither the Ranch nor Fellowship Church will not allow me to attend or participate in Activities at the Retreat unless I enter into this Assumption of Risk and Release of Liability Agreement (the "Agreement"). Therefore, in exchange for permission to attend the Retreat at the Ranch and participate in Activities, I make the following representations and agreements, which I understand the Ranch is relying on:

I am over eighteen years of age and am authorized to execute this document. I am of sound mind, in good health, and no physical or mental conditions will hinder me from attending the Retreat. I understand that the terms of this Agreement are contractual and legally binding on me, and also on my respective representative heirs, estates, beneficiaries, successors, and assigns.

I am aware of the hazards and risks to my person and/or property associated with attending the Retreat at the Ranch, traveling to and from the Ranch, and participating in Retreat activities or utilizing equipment at the Ranch including, but not limited to, paintball, mountain biking, swimming, diving, ropes courses (including high and low elements), zip lines, water park activities, water slides, water guns, water balloons, horseback riding, volleyball, basketball, baseball, softball, soccer, rugby, field sports/games, and frisbee golf (individually and collectively the "Activities").

I choose to attend the Retreat with full awareness of the risks, and with respect to both the Ranch and Fellowship Church, and their respective agents, officers, directors, volunteers, and employees, I voluntarily assume all risks of illness, injury or death associated with such risks, and any damage to my personal property.

By attending the Retreat, I voluntarily expose myself to the risks and dangers associated with attending the Retreat and/or participating in Activities or utilizing Ranch equipment, whether expected or unexpected. Risks or dangers may include, but are not limited to illness, infection, injury, or death. I am aware of these risks and dangers and that I may obtain appropriate insurance coverage at my own expense. I further understand that the Ranch may not have any insurance coverage that would apply in the event of my illness, injury, or death, or damage to my property that may occur during my participation at the Retreat including traveling to and from the Ranch.

I hereby authorize Ranch to transport me to the closest medical facility for medical treatment. I further authorize Ranch to consent to any x-ray examination, anesthetic, medical, surgical, or dental diagnosis or treatment, and hospital care to be rendered to me under general or special supervision and on the advice of any physician or dentist representing to be licensed on the medical staff of a hospital or medical care facility, whether such diagnosis or treatment is rendered at the office of said physician or at the said facility or hospital. I hereby consent to the use of blood and/or blood products under the care of a licensed physician in case of emergency.

I hereby authorize any physician, dentist, hospital or medical treatment center to treat me in the case of emergency. I shall be jointly and severally liable and agree(s) to pay any and all costs and expenses incurred in connection with such medical and dental services rendered to me pursuant to this authorization. Should it be necessary for me to return home due to medical reasons or otherwise, I shall assume and be responsible for the payment of all transportation costs.

I hereby release, forever discharge and agree to defend and hold harmless Fellowship Church and the Ranch from any and all liability, claims or demands for personal injury, sickness or death, as well as property damages and expenses, of any nature whatsoever which may be incurred by me that occur while I am traveling to and from, or participating in the Retreat.

I hereby assume all risk of personal injury, sickness, death, damage and expenses as a result of participation in Activities and the Retreat.

I expressly waive any defense to the enforcement of any provision of this Agreement arising from a claim of lack of consideration and warrant that the commitment set forth in this document constitutes a legal, valid, and binding obligation upon me enforceable against me in accordance with its terms.

I expressly agree that the authorization, assumption of risk, release and the other agreements and representations set forth herein are intended to be as broad and inclusive as permitted by law. I further state that I HAVE CAREFULLY READ THE FOREGOING PROVISIONS, INCLUDING BUT NOT LIMITED TO THE ASSUMPTION OF RISK AND RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THIS AGREEMENT AS MY OWN FREE ACT. THIS IS A LEGAL DOCUMENT AND I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT.

I recognize that Christians are called by scripture to a different standard of resolving their differences (Matthew 18; 1 Corinthians 6). In the event a dispute arises out of, or relates to traveling to or from, attending, or participating in the Retreat at the Ranch, I shall first make a good faith attempt to settle the dispute with the Ranch, including any employee, invitee, officer, representative, or agent of the Ranch, by mediation administered by the religious dispute division of Mediation Law Group™ (MLG) or another Christian dispute resolution service that the parties agree to use instead of MLG, before commencing arbitration, litigation, or other dispute resolution procedure. In the event the child, any representative of the child, the Ranch, including any employee, invitee, officer, representative, or agent of the Ranch (hereinafter, referred to as a "party", or collectively as "the parties") are unable to resolve their dispute by mediation, the parties shall submit their claims to binding arbitration administered by the religious dispute division of MLG, or another Christian dispute resolution service instead of MLG if the parties agree on another such service to use instead of MLG, under the arbitration rules of MLG or under the rules of the service the parties agree to use instead of MLG, as applicable, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties further acknowledge that where emergency interim relief is required by a party to the Agreement, including but not limited to injunctive relief and orders for the protection or conservation of property and/or disposition of disposable goods, such relief may be granted by an arbitrator upon application under applicable arbitration rules, even when the dispute is still in the mediation phase of resolution. The parties acknowledge and agree that an application for such emergency interim relief shall not constitute a waiver or breach of mediation requirements under this provision.

IF ANY PARTY HERETO INITIATES COURT PROCEEDINGS BASED UPON A DISPUTE TO WHICH THESE PARAGRAPHS APPLY, WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION AND ARBITRATION, THEN IN THE DISCRETION OF THE JUDGE, SUCH PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES, EVEN IF FEES WOULD OTHERWISE BE RECOVERABLE BY THAT PARTY IN ANY SUCH COURT PROCEEDING.

This Agreement has been executed and delivered in the State of Texas, and its validity, interpretation, performance, and enforcement shall be governed by the laws of said State regardless of any conflict of law provisions. Venue for any action taken in a court of law relating to this agreement shall be in Tarrant County, Texas. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name