

MBC Loudoun ROCK Student Ministry
Hiking Trip to Cunningham Falls State Park – June 22, 2024
ASSUMPTION OF RISK, VOLUNTARY RELEASE, AND INDEMNITY AGREEMENT

Name of Child: _____

Consideration for the **child named here (herein after "Participant")** _____, being permitted to participate in the Hiking Trip to Cunningham Falls State Park event being sponsored by **McLean Bible Church (the "Church")**, located in Thurmont, Maryland on June 22, 2024, and any activities conducted during early arrivals and extended departures. **I the Parent/Guardian, _____, with authority and on behalf of the Participant (herein referred to as the "Undersigned"), agree as follows:**

1. ASSUMPTION OF RISK AND REPRESENTATION. The Undersigned understands, is aware of, and assumes all risks inherent in or relating to the Participant participating in the Church's Loudoun ROCK Student Ministry Hiking Event to Cunningham Falls State Park event (the "Event"). These risks include, but are not limited to, all risks associated with COVID-19, bodily injury associated with the Event, the transportation associated with the Event, and its related activities. Such activities may result in serious bodily injury or death. The Undersigned represents that he/she gives permission for the Participant to attend the Event and participate in these activities.

2. RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE. The Undersigned and his or her personal representatives, assignees, insurer, heirs, executors, administrators, spouse, and next of kin, hereby releases, waives, discharges and covenants not to sue the Church and its directors, officers, employees, agents, volunteers as well as its successors, assigns, affiliates, subordinates, and subsidiaries; and releases, waives, and/or discharges all of the above from any and all liability to its assigns, insurers, heirs, executors, administrators, spouse, and next of kin for any and all loss, damage, or cost on account of injury or death to the Participant or his or her property, whether caused by or claimed to be caused by any negligence or omission of the Church, while the Participant is participating in or attending the Event and any activities in connection therewith.

3. INDEMNITY. The Undersigned agrees to indemnify and hold harmless the Church and its agents and employees from any liability, loss, damage, or cost that the Church may incur arising out of or relating to or resulting from the participation or attendance by the Participant in the Event, regardless of whether or not caused by any negligence or omission of the Church, its agents, and employees.

4. MANDATORY ARBITRATION. The parties agree that any claim or dispute arising out of or related to this Assumption of Risk, Voluntary Release, and Indemnity Agreement (herein rereferred to as "Agreement"), shall be settled by biblically based mediation and, if necessary, and only after such unsuccessful mediation, by legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute of Christian Conciliation, a division of Peacemaker® Ministries (complete text of the Rule is available at www.HisPeace.org). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision. The Undersigned expressly agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Virginia and that, if any portion of this Agreement is held invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect.

- I HAVE CAREFULLY READ THIS AGREEMENT.
- I UNDERSTAND THAT I ASSUME ALL RISKS INHERENT WITH THE LOUDOUN ROCK STUDENT MINISTRY HIKING TRIP TO CUNNINGHAM FALLS STATE PARK EVENT SET FORTH IN THIS AGREEMENT.
- I UNDERSTAND THAT THIS AGREEMENT IS A RELEASE OF ALL CLAIMS, INCLUDING THE NEGLIGENCE OF MCLEAN BIBLE CHURCH.
- I UNDERSTAND THAT I AM INDEMNIFYING MCLEAN BIBLE CHURCH.
- I CERTIFY THAT I AM THE LEGAL GUARDIAN ACTING ON BEHALF OF THE PARTICIPANT FOR HIKING TRIP TO CUNNINGHAM FALLS STATE PARK.
- I VOLUNTARILY SIGN MY NAME EVIDENCING MY UNDERSTANDING AND ACCEPTANCE OF THE PROVISIONS OF THIS AGREEMENT.

Printed Name of Parent/Guardian (Undersigned)

Signature of Parent/Guardian (Undersigned)

Date