

**Pinecrest Conference and Retreat Center
Presbytery of Memphis**

**Assumption of Risks
Release and Waiver of Liability
Indemnification and Hold Harmless**

Assumption of Risks

I desire for me/my child to participate in activities at Pinecrest Conference and Retreat Center. I understand that the activities may include numerous activities, including but not limited to: archery, low ropes/initiative course, mountain biking, canoeing, hiking, swimming, and being transported in motor vehicles.

(These activities are hereafter referred to as "Activities".) I understand that I/my child is responsible for his/her behavior and that I/my child will not be required to perform any of the activities that I/he/she does not feel comfortable performing.

I understand that there is a risk of bodily injury and/or property loss to my child as a result of my/his/her participation at Pinecrest Conference and Retreat Center and the transportation provided to/from the camp. The specific risks will vary from one activity to another, and could include (1) minor injuries, such as scratches, splinters, insect bites, bruises and sprains, (2) major injuries, such as cuts, eye injuries, joint or back injuries, concussions, and (3) catastrophic injuries, such as paralysis and death.

I have read the above paragraph, and know and understand that these and other risks are inherent in the Activities that my child will be performing. By my signature below, I acknowledge that my/my child's participation at Pinecrest Conference and Retreat Center is voluntary and I voluntarily and knowingly assume these and all such risks.

Waiver and Release of Liability

In consideration of being able permitted to participate at Pinecrest Conference and Retreat Center, I hereby waive, release and discharge any and all claims that I now or may hereafter have against The Presbytery of Memphis, its officers, agents, employees, or against the individuals who are serving as advisors/chaperones at retreats/camps for damages resulting from the participation of my child at Pinecrest Conference and Retreat Center, the transportation to and from the destination and the seeking/authorization of medical treatment, even though the liability may arise out of the negligence on the part of the persons and entities mentioned above, and (2) intended to be binding on my child, my spouse, all his/her family, legal guardians, and our assigns and heirs.

Severability: I (participant, parent, or legal guardian) understand and agree that the forgoing waiver, release of liability, assumption of risk, and permission to seek medical treatment is intended to be as broad and inclusive as permitted by law of the State of Tennessee, and if any portion is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IMPORTANT: PLEASE DO NOT SIGN THIS WAIVER AND RELEASE OF LIABILITY UNLESS YOU FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT YOU ARE RELEASING THE PRESBYTERY OF MEMPHIS, ITS AGENTS, AND THE INDIVIDUAL CHAPERONES FROM LIABILITY FOR CLAIMS AND DAMAGES THAT MY OCCUR DURING ANY RETREATS/CAMPS.

I have read this waiver of liability, assumption of risk(s), indemnity agreement, and permission to seek medical treatment and fully understand its terms. I have asked any questions that I had, and understand that I am giving up significant legal rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I further intend to assume the risks of the retreat/camp, as set forth above. I/we make the above authorizations, releases, waiver, indemnities, and agreements on behalf of and for myself, my spouse, family, heirs, executors, legal representatives and assigns.

Signature of Participant: _____ Date _____

Parent (legal guardian): _____ Date _____

Parent (legal guardian): _____ Date _____

Indemnification and Hold Harmless

As additional consideration for allowing my child to participate at Pinecrest Conference and Retreat Center and its Activities, I represent and warrant that (1) I have read and understand this entire Release and Waiver of Liability and Assumption of Risk including this Indemnification section, and (2) agree to indemnify, hold harmless, and release The Presbytery of Memphis, its officers, agents, and employees and the individual chaperones at any camps/retreats from any and all loss and all further claims, actions, suits, and demands in law or equity that my hereafter at any time be made or brought by or on behalf of _____ (insert participant's name), for the purpose of enforcing a claim for damages of any injuries or damages sustained as a result of participation in and/or travel to and from Pinecrest Conference and Retreat Center and its Activities. The undersigned represent and warrant that they are the legal guardians of participant, _____

Parent (legal guardian): _____ Date _____