

Chinese Community Church of Indianapolis Youth Fall Retreat  
**Assumption of Risk and Release from Liability ("Agreement")**

The Chinese Community Church of Indianapolis ("CCCI") is arranging for transportation to and from CCCI to The Ark Christian Ministries in Converse, Indiana, to facilitate participation by interested youth and chaperones in a Fall Retreat from October 11, 2019, to October 13, 2019 ("Fall Retreat").

I, \_\_\_\_\_, wish to participate in Fall Retreat. In consideration of the services to be rendered by CCCI in organizing Fall Retreat and in consideration of my participation in Fall Retreat, I hereby agree to the following:

1. I understand activities for Fall Retreat may include, but are not limited to, the following: travel to, from, and during Fall Retreat; physical activities (e.g., running, hiking, swimming, water sports, etc.); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (sun, wind, rain); consumption of food and beverage; and the following additional activities: participating in a campfire.
2. I understand that certain risks are inherent in travel and participation in Fall Retreat. These risks may include, but are not limited to, such things as incidents related to outdoor adventure activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; transportation; driver error; adverse weather conditions; exposure to theft and other criminal activity; allergic reactions to food and drink items; other physical, mental, and emotional injury; other risks and dangers, whether known or unknown nor reasonably foreseeable.
3. I understand that some drivers of the vehicles in which I ride on Fall Retreat, the owners, employees, officers or agents of any attraction, enterprise or vendor of which I take part or participate during Fall Retreat, the staff/employees of any lodge at which I stay, the staff/employees of any site I may visit, the other participants of this Fall Retreat (whether associated with my group or not), and other third parties (collectively, "Third Parties"), are not the agents or employees of CCCI and that dangers may be caused by the negligent or intentional act(s) or omissions of such Third Parties. I understand that CCCI is not responsible for any injuries or property damage that may be caused by the acts or omissions of such Third Parties.
4. **I understand that my participation in this Fall Retreat is entirely voluntary and at my own risk. I fully understand the scope of the activities and the potential risks involved in Fall Retreat. I agree to assume the risks of my participation in the Fall Retreat, including the risk of catastrophic injury or death.**

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5. I understand and agree that CCCI does not provide insurance to cover medical expenses for injuries that may be sustained by me or for damage to my personal property, and that CCCI strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to this Fall Retreat.
6. **I hereby release and fully discharge CCCI, including its officers, agents, and employees, from any and all claims or causes of action that may be brought by me or by any other person (including, but not limited to, my estate, family, successors, heirs, representatives, administrators, and/or assigns), including all liability for damage to personal property, personal injury or loss arising out of or related to my participation in Fall Retreat, whether caused by CCCI's negligence or otherwise, to the fullest extent permitted by law.**
7. This Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed related to this Fall Retreat that purports to establish the venue for any litigation arising from this Fall Retreat, I agree that I will file no action against CCCI or its officers, employees, and agents, whether based on this Agreement or in any way otherwise connected to this Fall Retreat, in any court other than in the Superior Courts of Hamilton County, Indiana.
8. **I have read this entire Agreement, I fully understand it, and I agree to be bound by it.** I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, my parent or legal guardian has also signed the Agreement.

Participant Name (Print) \_\_\_\_\_

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

**If Participant is under 18 years old, his/her parent or guardian must sign below.**

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

Parent/Guardian Signature: \_\_\_\_\_

Date \_\_\_\_\_