Gull Lake MINISTRIES

RELEASE & COVENANT AGREEMENT

Week #

Fill out and send in with payment balance and profiles.

Dear Facility Users,

We at Gull Lake Ministries want to inform you of our safety precautions on our facility. You and your family will be required to wear safety equipment for water sports, target sports, zip line, and climbing tower, as well as any other activities requiring protective gear.

Even with safety equipment, we at Gull Lake Ministries want you to realize that any program and/or recreation activity has inherent dangers that no amount of care, caution, instruction, or expertise can eliminate.

IT IS MANDATORY THAT THIS FORM IS COMPLETED, SIGNED, AND DATED BY THE PARENT(S)/GUARDIAN(S) OR HEAD OF THE FAMILY PRIOR TO ADMITTANCE INTO PROGRAMS OR EVENTS. **YOUR FAMILY WILL NOT BE PERMITTED TO ATTEND OR PARTICIPATE UNLESS WE HAVE RECEIVED THIS FORM.**

FOR GOOD AND VALUABLE CONSIDERATION, INCLUDING HOLDING MY RESERVATION AND/OR PERMITTING ACCESS TO AND USE OF FACILITIES, I HEREBY ACKNOWLEDGE AND/OR AGREE AS FOLLOWS:

- I understand that pictures and videos may be taken during my time here. I hereby give permission for the use of such pictures and videos of my family for the promotion of Gull Lake Ministries.
- In addition, I give permission for my family to be transported in vehicles for camp-approved transportation and activities at Gull Lake Ministries and other locations.
- I understand that the terms herein are contractual and not a mere recital.
- In signing this document, I hereby certify that I give permission to my family to participate in the Gull Lake Ministries' programs and activities.
- I have signed this document as my own free act and in consideration of the agreement by Gull Lake Ministries to accept my family for their camping/conference programs and/or activities.
- I have read and agree to all the terms and conditions on the back of this page for myself and my family.

Signed by Adults (age 18 and up)/Parent(s)/Guardian(s):

_____ _____
Signature *Date*

_____
Printed Name

_____ _____
Signature *Date*

_____
Printed Name

_____ _____
Signature *Date*

_____
Printed Name

_____ _____
Signature *Date*

_____
Printed Name

Please list all family members attending and/or participating at Gull Lake Ministries. NOTE: List only the minor children you are legally responsible for, as you cannot sign a release and covenant form for someone else's child (e.g., your child's friend or your grandchildren).

1._____ 4._____ 7._____

2._____ 5._____ 8._____

3._____ 6._____ 9._____

fax: (269) 201-2363 | email: info@gulllake.org

Terms and Conditions

1. **Compliance with Rules and Regulations.** Facility User shall use the Facilities at Facility User's risk and in compliance with all rules and regulations relating to each and every portion of the Facilities promulgated by Gull Lake Ministries, its partners and/or agents from time to time. This shall include but not be limited to the wearing of safety equipment for water sports, target sports, zip line and climbing tower, as well as any other activities requiring protective gear. Furthermore, Gull Lake Ministries reserves the right to deny or terminate Facility User's use of facilities whenever, in the Executive Director's sole discretion, the speech or conduct of a Facility User is contrary to the Gull Lake Ministries Statement of Faith or biblical ethics.

2. **Assumption of Risk. FACILITY USER ACKNOWLEDGES THAT (A) FACILITY USER IS USING THE OVERALL FACILITIES AT FACILITY USER'S OWN RISK WHETHER OR NOT A GULL LAKE MINISTRIES ATTENDANT IS PRESENT, (B) THE ACTIVITIES TO BE ENGAGED IN BY FACILITY USER MAY BE DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY DAMAGE; AND (C) FACILITY USER ASSUMES FULL RESPONSIBILITY FOR ANY INJURIES, DAMAGES OR LOSSES WHICH MAY OCCUR TO OR BE OCCASIONED BY FACILITY USER IN OR ABOUT THE OVERALL FACILITIES.**

3. **Release.** Facility User and its heirs and family members (the "Releasing Parties") covenant not to sue and hereby release, remise and forever discharge Gull Lake Ministries and its past, present or future officers, directors, agents, employees, partners and representatives (the Released Parties") from and against all actions, causes of action, suits, damages, judgments, claims, counterclaims, demands, liabilities and obligations whatsoever, known or unknown, direct or indirect, liquidated or contingent, at law or in equity, which the Releasing Parties or any of them now have, ever had or hereafter can, shall or may have against the Released Parties for or by reason of any matter, cause or thing whatsoever occurring, arising out of, related to or in connection with the Overall Facility, whether or not arising out of future events.

4. **Indemnification.** The Releasing Parties shall at all times be responsible for and protect, indemnify, defend and save harmless the Released Parties from and against any and all loss, cost, damage or expense, including attorneys fees and legal/mediation/arbitration costs, arising out of or from, relating to, in connection with or occasioned by (a) the use or intended use of any portion of the Facilities by Facility User; (b) any accident or other occurrence causing injury to the person or property of Facility User relating to such use or intended use; or (c) any claim, counterclaim, cause of action, demand or suit by or on behalf of a minor child Facility User not a signatory to this Agreement brought against the Released Parties relating to the Facilities. Any claim or dispute arising from or related to this agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker® Ministries (complete text of the Rules is available at **Peacemaker.net**), subject to any terms to the contrary contained in this Agreement. 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.

5. **Continued Use of the Overall Facility**. Facility User acknowledges that the terms and conditions of this Agreement shall relate to the first time Facility User uses any portion of the Facilities and all Facility User's future use of any portion of the Facilities, it being the intention of Gull Lake Ministries that this Agreement shall be a continuing assumption of risk, waiver and indemnification for each and every time Facility User uses any portion of the Facilities.