

<b>Group Name:</b>	<b>Event Dates:</b>
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## INDIVIDUAL RELEASE – InterVarsity Retreat and Training Centers

This waiver, release, covenant not to sue, indemnity, and assumption of risk agreement, is executed on the date below by the participant named below, an individual, in favor of InterVarsity Christian Fellowship/USA, its current and former directors, officers, employees, volunteers, insurers, affiliates and agents (collectively "InterVarsity").

Print Participant Name: \_\_\_\_\_ Today's date: \_\_\_\_\_

In consideration for being accepted and allowed to participate in this conference/project/volunteer role/event ("Event") and activities associated with its program and location, I freely and voluntarily agree as follows:

**1. I unconditionally and fully release, hold harmless, indemnify, defend, and discharge (collectively: "Release") InterVarsity from liability for any direct or indirect loss, expense, liability, claim, suit, proceeding, demand, judgment, assessment, action, costs, fees, or damages of whatever kind or nature, either in law or in equity, arising from or related to my involvement in or presence at the Event, including loss, illness, injury or damage to myself or my property (collectively "Claims") whether such Claims have accrued or are hereafter acquired.**

**However, I do not Release InterVarsity from liability for Claims to the extent caused by InterVarsity's negligence, recklessness, or intentional misconduct except, I do expressly Release InterVarsity from liability for any and all Claims based upon InterVarsity's failure to warn about or protect against the criminal or willful or reckless conduct of a third party, or the intervening act of a third person.** Additionally, I covenant not to commence a lawsuit or administrative complaint or any sort of proceeding whatsoever against InterVarsity at any time in the future based on any right or claim that I may have or hereafter acquire with respect to Claims.

Additionally, I may be given the opportunity to participate in Riskier Activities (enumerated and described below). I will be under no obligation to participate in Riskier Activities; however, **if I elect to participate, I agree that as to those Riskier Activities the definition of Claims will be expanded to include those caused by the negligence of InterVarsity.** The Riskier Activities include the following and any substantially similar activities: formal and informal sports (including by way of example activities ranging from capture- the-flag to touch football to Frisbee golf to dodge ball to roughhousing, and every other remotely related physical game or activity), paintball, gymnastics, ice or inline skating, laser tag, hiking, biking, skateboarding, equestrian activities, water activities including use of watercraft, adventure activities, ropes courses, zip lines, rock-climbing walls, downhill skiing, snowboarding, sand boarding, construction, parasailing, cave diving, sky diving (or other similar free-fall or air activities), spelunking, use of firearms or archery, and use of motorized off-road vehicles (including go-karts, ATVs, Segways and snowmobiles). If I have any question regarding whether an activity is a Riskier Activities included within Claims, it is my sole responsibility to inquire. *I agree Riskier Activities is intended to be construed broadly and in favor of InterVarsity.*

**2. Safety and Acceptance of Risks; Behavioral Expectations:** I personally assume responsibility for my actions. I agree that I am responsible for following all rules communicated to me during the Event and will use safety equipment as applicable. I agree that my participation is a privilege, not a right, and InterVarsity reserves the right to dismiss me from the Event at my expense with no refund, and/or to refuse to allow my participation in future activities. I acknowledge that I have a responsibility to act within the limits of my ability, to heed all warnings and instructions regarding participation in the Event, to maintain control of my person, equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury to myself or others or damage to property. I understand that non-medical use of alcohol and other drugs is prohibited on InterVarsity premises and at InterVarsity activities. *To the maximum extent possible, I understand, assume, and accept the risks and hazards, either known to me or not readily foreseeable, involved in participation in the Event, including if applicable risks inherent to camping in the wilderness such as uneven terrain, proximity to wildlife, or other known or unknown hazards. I will alert an Event supervisor if I become aware of any condition that would be unsafe or hazardous, and will cease participation.*

**3. Photograph Release:** I grant InterVarsity permission to take photographic images or recordings of me, and grant all right, title, and interest in photographic images and recordings made by InterVarsity relating to the Event, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings and allow this material to be used for publicity.

**4. Medical Release:** I understand and agree that InterVarsity does not assume any responsibility for or obligation to provide medical, health, or disability insurance, and I waive any claim to such coverage against InterVarsity. I give permission to InterVarsity to obtain medical assistance in the event of an emergency. This permission will include transportation, the administration of medicines, surgical treatment, X-ray examination or hospitalization as might be ordered by a licensed medical doctor. I release and discharge InterVarsity from any and all liability for any first aid rendered, treatment performed, or transportation provided or arranged pursuant to this consent. Further, I agree that, if I am an adult in my state (see page 3) and am mentally competent to do so at the time, I will make decisions regarding my health care based on the best information available to me, and will not hold InterVarsity responsible for my decisions. If I am not mentally competent to make these decisions, I authorize InterVarsity to make these decisions on my behalf and I release InterVarsity from any liability for damages that I incur as a result of medical decisions made in good faith on my behalf. I understand that it is my responsibility to evaluate my physical and mental health and determine whether I am sufficiently healthy to participate in the Event.

**5. Hostage Policy:** I understand that InterVarsity has a hostage policy that states that InterVarsity should not yield to demands, including the payment of ransom or other extortion, issued through the use of hostage taking or extortion.

**6. Alternative Dispute Resolution:** 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 a mutually agreed upon alternative dispute resolution service and such proceeding shall take place in Madison, Wisconsin. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties agree 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.

**7. Entire Agreement; Modification:** I agree that this Release is intended to be as inclusive as the laws of Wisconsin permit. This Agreement shall be governed by the laws of the State of Wisconsin and the United States without reference to conflict of laws. This release is intended to include all claims made by my family, estate, heirs, personal representatives or assigns. I agree that if a clause or provision of this Release is found by a court to be invalid, that finding shall not invalidate any other clause or provision of this Release, which shall continue to be enforceable.

**8. REQUIRED MEDICAL INFORMATION (California Only)**

a. Please describe any health conditions requiring medication, treatment, special restrictions or consideration. List current medications:

\_\_\_\_\_

i. Do any medications require refrigeration? \_\_\_ No \_\_\_ Yes

b. Food restrictions and allergies that staff should be aware of to avoid problems:

\_\_\_\_\_

c. Date of last tetanus shot: \_\_\_\_\_ Please list known immunizations:

<p><b>Minors</b> may only participate in activities with InterVarsity with consent from their parent or guardian. Required for persons under the age of 18 (19 in Alabama [18 if married], 21 in Mississippi): I, the undersigned parent or legal guardian of the individual(s) below, consent to the named person's participation in this activity and agree to the terms of this Release. This Release is binding upon me as to the participant and his/her estate, heirs, personal representatives and assigns. I also promise to defend, indemnify, and hold harmless InterVarsity from any claim asserted by the participant against InterVarsity if the participant should repudiate this release before or after obtaining adulthood. I take full responsibility for the participant and his/her knowledge of all forms, requirements, and safety issues.</p>			
Name(s) of minor(s) attending from same family:	Age:	Name(s) of minor(s) attending from same family:	Age:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Parent/Guardian Signature _____			
Parent/Guardian Name (printed) _____ Date Signed _____			

**To participate with InterVarsity, you must sign below, indicating your agreement with the Release. Please provide the signed hard copy of this agreement, including supplemental questions if applicable, with your registration or application.**

Name (print) \_\_\_\_\_ Spouse (if attending) \_\_\_\_\_

Signature \_\_\_\_\_ Spouse Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

**Emergency Contact** not attending the event (Print Name): \_\_\_\_\_ Phone \_\_\_\_\_

If I am a volunteer, I understand that this Release will be in effect for any and all tasks and activities I undertake as a volunteer for InterVarsity Christian Fellowship/USA for the next year, unless earlier revised or revoked in writing. Such revision or revocation on my part shall not be in force until communicated in writing to InterVarsity's Legal Counsel.