

PARTICIPANT AGREEMENT AND WAIVER OF LIABILITY, HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT
Climbing Facility at Baptist Bible College & Seminary

1. In consideration for receiving permission to participate in the Climbing Facility at Baptist Bible College and Seminary, I, the undersigned Participant, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, BAPTIST BIBLE COLLEGE AND SEMINARY and their members, managers, directors, shareholders, officers, agents, servants, and employees (hereinafter collectively referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, or upon the property where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with the climbing facility activities. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such a program, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in the climbing activities, WHETHER CAUSED BY ME OR THE NEGLIGENCE OF RELEASEES or otherwise.
4. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the state of Pennsylvania.
5. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intended to be bound by the same.

Signed on this _____ day of _____, 20_____.

Participant:

Print: _____ Signature: _____

Witness:

Print: _____ Signature: _____

If Participant is under the age of 18, the undersigned Parent/ Gaurdian consents to the minor's participation in the Climbing Facility at Baptist Bible College & Seminary, consents to all of the terms and conditions of the climbing facility activities and the above Wavier of Liability, Hold Harmless, and Assumption of Risk Agreement, consents for Baptist Bible College & Seminary to seek reasonable and necessary medical treatment for Participant during such event or associated activities, as resonable necessary in Baptist Bible College & Seminary's determination, and agrees to be responsible for any cost of such treatment.

Partictpant's Name: _____ Participant's Age: _____

Parent/Guardian:

Print: _____ Signature: _____

Witness:

Print: _____ Signature: _____