

CHALLENGE COURSE PARTICIPATION AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Wesley Acres, and The Dakotas Conference of the United Methodist Church, their agents, owners, officers, volunteers, participants, employees, counselors, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Wesley Acres), I, (hereinafter Participant), for myself, my children, my parents, my heirs, administrators, administrators and assigns, successors and assigns and personal representative release and will not make a claim against Wesley Acres arising from any and every claim, demand, action, or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury, personal injuries known or unknown, death or property damage, or any claim for damages resulting or to result from any accident that may occur as a result of my participation in the "Challenge Course", whether by negligence or not. Participant further releases Wesley Acres from any claim whatsoever on account of first aid, treatment or services rendered me during my participation in "Challenge Course". Participant acknowledges that climbing an artificial wall, using a zip line, and other elements elevated high above the ground entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Participant hereby assumes full responsibility for the risk of bodily injury, death or property damage or otherwise while in or upon the "Challenge Course", whether caused by the negligence of Wesley Acres or otherwise. The risks include, but shall not be limited to: falling off the wall; loose and/or damaged artificial holds or natural rock; equipment failure; falling to the ground, on other users or being fallen on by other users; abrasions from the walls, rope, pads or the ground; climbing beyond control, or beyond a person's limit; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence. Participant agrees to waive, release, and discharge Wesley Acres from any and all liability, claims, demands, actions, and causes of actions whatsoever, for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature to me arising out of any and all activities associated with participating in the Challenge Course or as a result of it. If any portion of this release is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force an effect. Participant further agrees to indemnify, save, and hold harmless Wesley Acres from and against any and all claims of any nature, including all costs, expenses, and fees, arising out of or resulting from my participation in the "Challenge Course". In consideration of allowing Participant to participate in the "Challenge Course", the participant agrees that any and all claims for injury and/or death regarding an alleged incident shall be governed by North Dakota law and exclusive jurisdiction of any claim shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of North Dakota. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. Participant further states that he/she has carefully read the foregoing release and knows the contents thereof and signs this release as his/her own free act.

_____/_____/_____ Name of Participant (Print)
Date of Birth

_____ Signature of Participant

Date If the participant if under the age of 18, this release must be signed by a parent/legal guardian. I hereby certify that I am the parent or legal guardian of the participant named above, give my consent to the foregoing, and agree to hold Wesley Acres harmless from any liability.

_____ Parent or legal Guardian
Date