

CAMP MCCALL ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND HOLD HARMLESS/ INDEMNIFICATION AGREEMENT

For valuable consideration received, including but not limited to being allowed to participate in activities and other functions at Camp McCall, the receipt and sufficiency of which are acknowledged, I agree to the following terms and conditions.

I understand that the activities available at Camp McCall are wide-ranging and include, but are not necessarily limited to: basketball, softball, ultimate frisbee, disc golf, soccer, extremo-ball, wiffle ball, dodgeball, flag football, gym games, ballfield games, swimming, canoeing, kayaking, stand-up paddleboards, canoe sinking, riflery, archery, zip lines, ropes courses, hiking and backpacking (including in wilderness areas), rock climbing, rappelling, kayaking, and craft making and building (collectively, the "Activities"). There are, of course, inherent risks with participating in these Activities. I understand that participation in the Activities is optional. Should I elect to participate in any of the Activities (the decision being solely mine), I acknowledge and agree that I am fully aware of the risks, dangers, and other hazards connected with the Activities, including physical injury or even death, I KNOWINGLY, FREELY, AND VOLUNTARILY ASSUME THE RISKS, BOTH KNOWN AND UNKNOWN, OF ANY LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME AND/OR LOSS OR DAMAGE TO PROPERTY OWNED BY ME AS A RESULT OF PARTICIPATION IN THE ACTIVITIES, EVEN IF ARISING FROM THE NEGLIGENCE OF THOSE PERSONS AND ENTITIES RELEASED FROM LIABILITY BELOW. I FURTHER ASSUME FULL RESPONSIBILITY FOR MY ACTS OR OMISSIONS AND ANY LOSSES, INJURIES, AND/OR DAMAGES I MAY CAUSE.

I, FOR MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the South Carolina Baptist Convention, Camp McCall, and their respective affiliates, directors, officers, employees, servants, agents, heirs, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death or disability, that may be sustained by me or to any property belonging to me, while participating in the Activities, and while on, in route to, or leaving Camp McCall property, even if arising from the negligence of the Released Parties, except that which is the result of gross negligence and/or wanton misconduct of the Released Parties.

I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS the Released Parties from any and all claims, losses, injuries, and damages that may arise from my participation in the Activities, including but not limited to claims by third parties and any claims submitted by me or on my behalf, even if arising from the negligence of the Released Parties, except that which is the result of gross negligence and/or wanton misconduct of the Released Parties.

It is my expressed intent that this agreement shall bind me, the members of my family, my spouse, and our respective heirs, successors, assigns, and personal representatives, and that this agreement be enforced to the maximum extent permitted by law.

This agreement shall be construed in accordance with the laws of the State of South Carolina.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND HOLD HARMLESS/INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, STATEMENT, OR REPRESENTATION, WHETHER WRITTEN OR ORAL.

Participant Name (Please Print)
Participant Signature
Witness