



UPDATED May 2016 Challenge Permission Form/ Waiver & Release

PARTICIPANT NAME _____ MALE/FEMALE _____ DATE OF BIRTH _____

ATTENDING CHALLENGE 2016 AS:

- STUDENT/MINOR (References to "Participant and I" and similar/related phrases refer to participant and parent or legal guardian)
- VOLUNTEER/ADULT (References to "Participant and I", "Participant", and similar/related phrases are to be taken as references to me personally for purposes of this waiver and release)

CHURCH NAME and CITY, STATE _____ CHURCH ID: _____

LEADER NAME & CELL PHONE # _____

In consideration of the acceptance of the above named Participant's participation in Challenge 2016 ("Challenge") I, the undersigned, accept the conditions and risks outlined in this waiver and release, for participation in Challenge, sponsored by the Evangelical Free Church of America. I further represent and agree that:

1. **Identification.** I am a voluntary participant and not an employee, agent, or contractor of the Evangelical Free Church of America. I understand this waiver and release covers known and unknown risks and activities involving my participation in Challenge, including but not limited to activities of any kind and whether such activities take place directly or indirectly in conjunction with Challenge.
2. **Assumption of Risk and Waiver of Liability.** Participant and I understand that, while at Challenge, Participant may participate in recreational activities, service/ministry activities, and many large & small group gatherings, and that such activities may take place in partnership/cooperation with other non-EFCA entities. In consideration for Participant's participation in Challenge, I hereby assume all responsibility for, and waive, release and discharge the Evangelical Free Church of America, its members, ministers (both ordained and lay persons), officers, agents, employees, volunteers, representatives, contractors and other associates (collectively, the "EFCA"), and its cooperating entities, from any and all liability and claims of any kind whatsoever, including, without limitation, any act or omission, including ordinary negligence, causing personal injury, death, loss of property, property damage, or other loss or damage that Participant or I may have, or that may subsequently accrue to Participant or me, or to or to our respective heirs, executors, administrators or assigns, as a result of Participant's participation in Challenge. Both Participant and I are aware of, and have discussed, the potential hazards and risks associated with Participant's participation in Challenge, such hazards and risks including, but not being limited to, risk of serious injury or death associated with participation in and transportation to and from the various activities taking place in conjunction with Challenge, severe weather conditions, and random acts of violence. Furthermore, I assume full responsibility for all medical bills, damages or other losses of any kind associated with any bodily injury, death or property damage while Participant is involved in Challenge. I accept these risks on behalf of Participant with full awareness of these risks and knowing the only source of insurance available to Participant must be provided by me; Participant and I are not relying on any insurance provided by the EFCA.
3. **Indemnification of the EFCA.** In addition to the above release, both Participant and I further indemnify and hold the EFCA and its cooperating entities harmless from any and all personal injury, death, loss of property, property damage, or any other damages, relating to and arising from Participant's activities in Challenge. I expressly agree that I will be solely responsible for any expenses (including attorneys' fees and court costs) incurred by the EFCA or its cooperating entities in defending any legal claims arising out of Participant's presence or activities in Challenge.
4. **Known Medical Conditions.** I attest and certify that Participant has no known medical, physical, psychological or emotional conditions that would prevent him or her from safely participating in the activities in Challenge. Any such conditions Participant has or had that may impact Participant's activities in Challenge in any way have been disclosed in writing to the sponsoring church or organization under whom the Participant is attending Challenge.
5. **Medical Treatment.** Participant and I authorize any and all attending health care professionals (which may include, without limitation, registered nurses, licensed practicing nurses, physicians' assistants, doctors, paramedics, or emergency medical responders) providing health care services to provide medical treatment deemed necessary, including, without limitation, to hospitalize, anesthetize, or perform surgery on Participant as may be required. I understand that volunteer medical personnel will be present in Challenge, but that such

personnel will only be providing basic medical care, and any significant medical issues that arise will be addressed at a local clinic or hospital. Participant and I hereby release, acquit, discharge and covenant to hold harmless the EFCA and said health care professionals from all actions, damages or liabilities arising out of the treatment of any illness, injury, or accident incurred during Challenge, whether by volunteer medical personnel in Challenge or any subsequent medical care received at a hospital or clinic. The EFCA and said health care professionals will incur no liability whatsoever while attempting to meet all medical needs Participant may require during Challenge, and I agree to be responsible for all medical costs associated therewith. Participant and I hereby give our consent for performance on or administration to Participant of any necessary emergency medical or surgical treatment. In the event that I or the other contact persons listed are unable to be reached, Participant and I request and authorize EFCA to consent on Participant's behalf to necessary medical treatment recommended by a medical professional. I acknowledge that no representations, warranties, guarantees as to results or cures will be made.

6. **Return Costs.** I hereby assume responsibility for any and all return transportation costs involved in transporting Participant back from Challenge under unplanned-for circumstances, including, but not limited to, disciplinary action, medical emergency, or death.
7. **Consent to EFCA Authority.** Both Participant and I expressly agree to abide by all rules and guidelines established by the EFCA for Challenge, and to fully cooperate with all EFCA leaders and others in a position of authority during Challenge.
8. **Extent of Release.** I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota, the State of Kentucky, and any other state whose jurisdiction in which any action or claim may be raised based on Participant's involvement in Challenge, and that Participant and I intend this waiver and release to be binding on Participant, myself, and Participant's family, estate, executors, heirs, successors, assigns, insurers, medical providers, and personal representatives. If any portion of this waiver and release is held invalid by any court, it is agreed that the balance shall continue in full legal force and effect.
9. **Publicity Rights.** I hereby grant the EFCA the right to use for any EFCA publication, posting or advertisement, any photograph, video or other likeness of Participant. I further grant to the EFCA and all persons acting under its permission or authority, all rights to exhibit this work publicly or privately and to market and sell copies. I waive any right that I may have to inspect or approve the finished product or the purpose for which the image is used. I release and discharge the EFCA, its successors and assigns and all persons acting under its permission or authority, from any liability, whether intentional or otherwise, including any distortion, alteration, or optical illusion that may occur in the making of the image, or in any processing, distribution, or other use of the image by the EFCA.
10. **Understanding of the Parties.** I expressly agree that this waiver, release and assumption of risk agreement is intended to be as broad and inclusive as permitted by law, as stated herein. I further state that I HAVE CAREFULLY READ THE FOREGOING WAIVER, RELEASE, AND ASSUMPTION OF RISK, DISCUSSED IT WITH PARTICIPANT, AND WE BOTH UNDERSTAND ITS CONTENTS. PARTICIPANT AND I VOLUNTARILY SIGN THIS RELEASE OF OUR OWN RESPECTIVE FREE WILL. THIS IS A LEGAL DOCUMENT AND I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT.

In witness whereof, this waiver and release has been executed effective _____, 2016.

Name of Participant

x _____
Signature of Participant

Parent/Legal Guardian (signatures required for all student participants):

In consideration of the acceptance of the above named student's participation in Challenge 2016 ("Challenge") and on behalf of the above named student (for whom I am legally responsible), I, the undersigned, accept the conditions and risks outlined in this waiver and release, and consent to his or her participation in Challenge, sponsored by the Evangelical Free Church of America. I understand this waiver and release covers known and unknown risks and activities involving Participant and his or her participation in Challenge, including but not limited to activities of any kind and whether such activities take place directly or indirectly in conjunction with Challenge.

Signature: _____
Printed Name: _____
Address: _____

Cell Phone #: _____
E-mail: _____

Signature: _____
Printed Name: _____
Address: _____

Cell Phone #: _____
E-mail: _____



LOUISVILLE MEGA CAVERN, LLC

d/b/a MEGA ZIPS, MEGA QUEST &
MEGA UNDERGROUND BIKE PARK
1841 TAYLOR AVENUE, LOUISVILLE, KY. 40213
PHONE: (877) 614-6342 FAX: (502) 451-0216
WEB: www.LouisvilleMegaCavern.Com



Tour Participant Agreement

(Including Assumption of Risks and Agreement of Release and Indemnification)

This Agreement must be read, understood, and signed by all adult participants and by a parent or legal guardian (both hereinafter referred to as Parent) of a minor (under 18 years of age) participant, or, if applicable, an Other Responsible Adult. Parent signs and agrees for himself or herself and on the behalf of the minor child. This Agreement may be used for all members of a family. If the Parent is not present, a photo copy of his or her valid driver's license must accompany this Agreement. If Parent is not available, an Other Responsible Adult may, by signing, agree, among other things, to the child's participation (confirming the Parent's consent thereto) and to protect and indemnify the Released Parties from claims of the child and others as described in the Release and Indemnity section, below.

In consideration of the services of Louisville Mega Cavern, LLC, Louisville Underground, LLC and MERLU, LLC (hereinafter, together, referred to as Provider), I the undersigned adult participant and/or the parent or guardian of a minor participant (for myself and on the behalf of the minor participant), or Other Responsible Adult, understand, acknowledge and agree as follows:

Description of Activities: Services and facilities provided include ziplines, sky bridges, staircases, cargo net inclines, obstacles, platforms, towers, hiking, dirt jumps, ramps, tunnels, mountain bike trails and related activities, all located within the cavern.

The Mega Zips ziplines are long cable traverses over which participants slide between platforms or mounds on steel cables, at significant heights and speeds utilizing safety harnesses, helmets and associated hardware. A Mega Zips participant must be at least eight years old and weigh between 55 and 285 pounds. Participants who are eight through fifteen years old must be accompanied by Parent or Other Responsible Adult. All equipment transfers will be performed by tour guides. Mega Zips tour groups will be led by two trained guides over approximately 1500 feet of sometimes rough and uncertain terrain on the floor of the cavern.

The Mega Quest aerial challenge course is self-guided and includes short ziplines, sky bridges and walkways, (some inclined), located high in the cavern and some consisting of planking supported by steel cables and cable handrails. Mega Quest participants are responsible for making all equipment transfers on their own after watching a training video, the careful viewing of which is extremely important, and receiving instructions and training from tour guides using special equipment. Although there are no age limits for the Mega Quest challenge course, a participant must be able to reach a height of 50 inches with an outstretched arm while standing flatfooted on the floor, and weigh less than 310 pounds.

Participants in zipline and challenge course activities wear safety harnesses and helmets and are clipped onto overhead steel cables with attached safety lanyards.

The Mega Underground Bike Park is comprised of over 320,000 square feet of (predominantly dirt) tracks, jumps, berms, bridges and other features designed for a challenging bike experience. Bikes, helmets and pads are available for rent. Bikers must be at least seven (7) years old to be on the course and bikers under twelve (12) years of age must be accompanied on the course by a parent or Other Responsible Adult. Bikers are solely responsible for their safety and the safety of others on the course and must comply with all rules and policies communicated to them, by signage or otherwise. Bikers must operate and perform at all times within their competencies, and in full control of their bikes.

Medical and Safety Concerns: The activities are designed for use by participants of average mobility and strength who are in reasonably good health. Participants with underlying medical problems including, for example, obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or other joint and muscular-skeletal problems may impair the safety and well-being of participants on the course, as may other medical, physical, psychological and psychiatric problems. All such conditions may increase the inherent risks of the experience and cause the participants to be a danger to themselves or others and participants therefore must carefully consider those risks before choosing to participate, and they must fully inform the tour staff of any issues, in writing, prior to the beginning of the tour. Provider reserves the right to exclude any applicant from participation, for medical, safety, or other reasons it deems appropriate. Participant, Parent or Other Responsible Adult represents that participant is physically able to participate in the activities without being a danger to themselves or to others. Participant acknowledges that participation is purely voluntary, and in spite of the risks. Participant is not pregnant, nor under the influence of alcohol, illegal drugs, or impairing legal drugs. I agree that I, and the minor child for whom I sign below, will abide by all instructions provided to me by the Provider or the Provider's designated tour guides or monitors including not making any adjustments to equipment but, instead, allowing all adjustments to be made only by or with the assistance of a Provider tour guide or monitor; and not intentionally flipping over or inverting while riding on the ziplines. I have discussed these requirements with the minor child, if any, and he or she understands them and agrees to comply with them.

Inherent and Other Risks: Serious injuries are uncommon in zipline courses, challenge course tours, and bike park activities but the risk of injury or death certainly exists. Risks include among others the following: falls, contact with other participants and fixed or falling objects, and moving about or being transported over the sometimes uneven terrain and grounds on which the activities are initiated and conducted; emotional risks, which include unwelcome or inadvertent touching while tour guides are attaching and adjusting harnesses and helmets and while a participant is being attached to the ziplines; hurt feelings or panic and psychological trauma (including fear of heights and enclosed spaces; the nature of the property and cavern on and in which the tour is conducted, including hilly and rocky terrain, cliffs, ravines, creek beds, and a lake. Risks of the bike activities include loss of control, excessive speed, exceeding one's abilities, violation of rules, failure or malfunction of the bike or other equipment, defects in the design or maintenance of the various course features, and collisions with other bikers and structures. Injuries may be the consequence of, among other circumstances, the activity undertaken, the environmental hazards (including terrain, falling rock and atmosphere in the cavern), and errors in judgment or other negligence of staff or participants, and may occur in spite of efforts of staff to prevent them). The physical risks range from small scrapes and bruises to bites and stings, broken bones, sprains, neurological damage, and in extraordinary cases, even death. These risks, and others, are inherent to the activities -- that is, they cannot be eliminated without changing the essential nature, educational and other values of the experience. In all cases, these inherent risks, and other risks which may not be inherent, whether or not described above must be accepted by those who choose to participate.

THIS AGREEMENT CONTINUES ON THE REVERSE SIDE

Assumption of Risks: I understand the nature of the activities in which I and/or the minor child participant will engage as described above. I acknowledge and voluntarily assume the risks of illness, injury, and death associated with these activities, inherent and otherwise, and whether or not described above, including those which may result from the negligent acts or omissions of other participants or staff. I have discussed the activities and risks with the minor child, if any, who understands them and agrees to participate nevertheless.

Release and Indemnity: I, an adult participant, or Parent (or, with respect to the indemnity below, if applicable, Other Responsible Adult), for myself and to the maximum extent allowed by law, on behalf of the minor child, hereby release and agree to hold harmless and indemnify (that is, protect and defend, including by paying claims, costs and attorney fees) Provider, their respective owners, officers, agents, and employees, and the owner or owners of the property on which the activities take place (the Released Parties) from, and agree not to sue them for any liability for causes of action, claims and demands of any kind and nature whatsoever, including personal injury and death, products and premises liability and otherwise, that may arise out of or relate in any way to my or the minor child's enrollment or participation in Provider's programs. The claims hereby indemnified against include, among others, claims of other participants and members of my or the minor child's family, arising out of losses caused by, or suffered by, me or the minor child. The agreements of release and indemnity include claims of negligence of a Released Party, but not claims of gross negligence or willful injury.

Other Provisions:

To the maximum extent allowed by law, Provider denies any and all representations or warranties, expressed or implied, of condition, fitness or otherwise, pertaining to the bikes, other equipment provided, and premises; and Participants accept and use such equipment and premises at their own risk.

Provider may refuse participation in its zipline tour or challenge course or underground bike park course to any person deemed by it to be a hazard to himself or herself or to others. Provider may alter its published or announced requirements for participation in its zipline or challenge course tour and bike park activities and for use of its property at any time and for any reasons that it may deem appropriate.

Should any part of this Agreement be judged invalid by a court with proper jurisdiction, all other parts not so judged shall nevertheless remain valid and in effect.

Provider reserves the right to use voice, video or other photographic images of a participant for future marketing, educational, or other purpose, and I, for myself and my or the minor child, if any, hereby consent to such use, without compensation.

The substantive laws of the State of Kentucky shall govern this agreement and any dispute between me or the minor child or anyone else acting on behalf of me or the child, and Provider. Any suit filed against a Released Party shall be filed and maintained only in the courts of Jefferson County, Kentucky.

I have read, fully understand, and hereby agree to the terms of this agreement, voluntarily and with knowledge of the activities and their risks. I acknowledge that this agreement shall be effective and binding upon me, my heirs, assigns, personal representatives, and estates.

PLEASE PRINT. Leave no lines blank. List each participant's information individually and sign. Circle your email address if you **do not** want to be included on an email list for future activities and discounts.

WARNING: A PERSON FORGING THE SIGNATURE OF ANOTHER OR MISREPRESENTING HIS OR HER CAPACITY AS A SIGNATORY WILL BE DEEMED TO HAVE AGREED TO PROTECT THE RELEASED PARTIES AGAINST ANY CLAIMS ARISING FROM THE PARTICIPANT'S ENROLLMENT OR PARTICIPATION, AS PROVIDED AT THE RELEASE AND INDEMNITY SECTION ABOVE.

PARENTS, ADULTS, LEGAL GUARDIAN OR OTHER RESPONSIBLE ADULT							
Name _____	Name _____						
Address _____		Address _____					
City _____	State _____	Zip _____	City _____	State _____	Zip _____		
Email _____			Email _____				
Age _____	Weight _____	Medical Conditions Yes <input type="checkbox"/>	No <input type="checkbox"/>	Age _____	Weight _____	Medical Conditions Yes <input type="checkbox"/>	No <input type="checkbox"/>
Signature _____		Date _____		Signature _____		Date _____	

CHILD(REN) / MINOR							
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>			
Name _____	Age _____	Weight _____	Medical Condition Yes <input type="checkbox"/>	No <input type="checkbox"/>			

KNOCKERBALL™
Get in the Ball
Impact! Entertainment LLC

CONSENT, WAIVER AND RELEASE FROM LIABILITY

I hereby attest that I do not suffer from any heart, lung, or other medical condition or disease that might in any way hinder or prevent me from participating in a KnockerBall event, and in any event, I agree that I participate at my own risk. In consideration of my participation in KnockerBall activities, I hereby release, discharge, promise not to sue, and hold harmless Impact! Entertainment, LLC and its officers, directors, employees, members, volunteers, subsidiaries, agents, successors, and assigns from any and all liability that may arise, directly or indirectly, now or in the future, by reason of any injury, damage, loss, or expense incurred in connection with my participation in KnockerBall related activities, including that caused solely or in part by the fault (including but not limited to negligence, gross negligence, and/or recklessness) of the above-named parties. This Release and Waiver of Liability shall be binding on my heirs, executors, administrators, successors, and assigns from now and at any time in the future.

Publicity Release Form: In connection with my participation in the production of any print, audio or filmed program material produced by Impact! Entertainment, LLC, I hereby grant, assign and convey to Impact! Entertainment, LLC all rights, titles and interest I may have in and to the specified program material in and to any reproduction made there from. I also irrevocably authorize Impact! Entertainment LLC free of charge and without limitation to broadcast, distribute and/or exhibit the specified program material and any reproduction made there from or any portions thereof. This also specifically includes permission for me to appear in photographs or videotape of the events.

Participant

Name _____

Signature _____

Date _____

Parent/Guardian Waiver for Minors (If participant is under 18)

The undersigned parent and natural guardian or legal guardian does hereby represent that she/he is in fact acting in such capacity and agrees to defend, save, hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect or lack of such capacity to so act and release said parties on behalf of both the minor and parent or legal guardian.

Parent/Guardian _____

Signature _____

Date _____

KnockerBall Rules and Conduct

We at "Impact! Entertainment" focus have a primary emphasis of safety and secondly emphasis having a blast. Competitiveness is a natural part of sports and is not discouraged, but a "win at all costs" mentality has no place on the field or with KnockerBalls as other taking the field with you may not be as experienced or skilled.

- 1) **Player Responsibilities** – Players competing with KnockerBall are expected to read and follow all rules contained herein. If there are any rules that are unclear they should be discussed with the official or host of event before the start of play. Officials and/or host will have the final say in any and all matters pertaining to KnockerBall safety.
- 2) **Officials Responsibility** – The official is directly responsible for the KnockerBall games and that all rules are followed at all times. Officials are committed to remaining impartial and unbiased as to foster a fun and enjoyable atmosphere.
- 3) **Player Conduct** – Players are expected to conduct themselves in a way that is respectful to themselves, other participants and officials. Good sportsmanlike conduct is always expected. Any behavior deemed inappropriate by the official will not be tolerated and may result in ceasing of the game.
- 4) **Number of Players** – There is no limit to the amount of players that can be on a team or play in the games.
- 5) **Equipment and Attire** – Unless otherwise specified, players should be wearing comfortable clothing and athletic shoes. Bare feet or sandals are not permitted. **All jewelry, zippers, sharp snaps or anything item that may pop the KnockerBall is strictly prohibited.**

Emergency Medical Information

Student Name: _____ Male/Female: _____ Date of Birth: _____

Student cell phone: _____ Student Email: _____

Parent/Legal Guardian: _____

Cell Phone: _____ Email: _____

Address: _____

Participant's Insurance Company: _____

Policy Type: _____

Policy#: _____

Physician Name and Phone Number: _____

Will Participant be bringing any prescription medication to Challenge? _____

What kind and for what condition? _____

Date of last tetanus shot (will be administered by emergency care if more than 10 years ago): _____

List any known allergies and reactions: _____

List any known medical conditions or recent illnesses and describe:

Emergency Contact (Other than Parent/Legal Guardian): _____

Relationship to Participant: _____

Cell Phone: _____

E-Mail: _____