

COVENANT RANCH, INC.
PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

I, _____, desire to participate in one or more of the activities offered by COVENANT RANCH, INC., its owners, officers, employees, agents, volunteers, or anyone acting in any capacity on its behalf, (collectively "ACTIVITY PROVIDER") including – but not limited to – paintball, archery, riflery, trap and skeet shooting, canoeing, hunting, fishing, swimming, bowfishing, mountain biking, hiking, hayrides, physical challenge course (including ground elements, zip line, climbing tower, giant swing), volleyball, horseshoes, kickball, softball, football, overnight camping, and all activities associated with the foregoing ("the ACTIVITY"). In consideration of ACTIVITY PROVIDER's agreement to allow my participation in the ACTIVITY:

- (1) I acknowledge that there are known and unknown risks associated with participating in the ACTIVITY, which could result in damage to person or property, including – but not limited to – serious bodily harm, paralysis, or death.
- (2) I expressly agree to assume all risk associated with performing or participating in the ACTIVITY. I affirmatively state that my participation is voluntary, and I elect to participate in spite of the risks. I acknowledge that I may freely withdraw from participation in the ACTIVITY at any point that I so desire.
- (3) I authorize ACTIVITY PROVIDER to administer or obtain on my behalf any first aid or medical services made necessary or advisable during my participation in the ACTIVITY or during my stay on the ACTIVITY PROVIDER's campus. I further acknowledge that I will be responsible for any medical expense that may be incurred.
- (4) I voluntarily release and forever discharge ACTIVITY PROVIDER and agree to indemnify and hold harmless ACTIVITY PROVIDER from any claim, demand, or cause of action, including the attorney's fees, expenses, or costs associated therewith, for personal injury, death, or property damage, even if arising out of ACTIVITY PROVIDER's negligence, in any way connected to my participation in the ACTIVITY, my use of ACTIVITY PROVIDER's property or facilities, or the administration of reasonable and necessary medical care to me by or at the behest of ACTIVITY PROVIDER.
- (5) I agree to indemnify and hold harmless ACTIVITY PROVIDER for its attorney's fees, expenses, and costs incurred in the enforcement of this agreement.
- (6) I acknowledge that this agreement shall be binding on and inure to the benefit of the legal representative, heirs, distributees, successors and assigns of the parties hereto. I further acknowledge that this agreement is controlled by the law of the State of Tennessee. I further acknowledge that if any portion of this agreement is held unenforceable, the remaining provisions shall nevertheless remain in full force and effect.

I acknowledge that I have had sufficient time to read this agreement or to have it reviewed by legal counsel to the extent I so desire. I further acknowledge that I have read and understood this agreement, and I voluntarily agree to be bound by its terms.

Signature of Participant: _____
Address of Participant: _____

Participant DOB: _____
Today's Date: _____
Phone: _____

THIS SECTION TO BE COMPLETED IF PARTICIPANT IS UNDER 18 YEARS OLD

If the participant is under the age of eighteen (18) years, I acknowledge with my signature below that (i) I am the participant's parent or legal guardian, (ii) I agree to be bound by all of the above terms on behalf of participant, and (iii) I likewise voluntarily release and forever discharge ACTIVITY PROVIDER and agree to indemnify and hold harmless ACTIVITY PROVIDER from any claim, demand, or cause of action, including the attorney's fees, expenses, or costs associated therewith, even if arising out of ACTIVITY PROVIDER's negligence, that I may have as the result of the participant's participation in the ACTIVITY, the participant's use of ACTIVITY PROVIDER's property or facilities, or the administration of reasonable and necessary medical care to the participant by or at the behest of ACTIVITY PROVIDER

I acknowledge that I have had sufficient time to read this agreement or to have it reviewed by legal counsel to the extent I so desire. I further acknowledge that I have read and understood this agreement, and I voluntarily agree to be bound by its terms.

Signature of Parent or Legal Guardian: _____

Date: _____