

Waiver of Liability, Medical Release & Code of Conduct

Event Name: Refuge
Event Location: Shepherd of the Ozarks
Event Dates: November 1-3, 8-9, 2019

Participant Name: _____ Date of Birth: _____

Waiver of Liability

I am the legal parent or guardian of the child or youth listed above. I hereby give my permission and full consent for my child or youth to participate in the above listed event. In consideration for my child or youth's participation in the event, I hereby release, acquit and hold harmless the Arkansas Conference of the United Methodist Church and the Arkansas Conference Council of Youth Ministries, and all of their staff, agents, servants, employees and volunteers from any and all liability for any damages of whatsoever kind, seen or unforeseen, which may at any time result to me, my child or youth, or my family on account of or in any way related to my child's or youth's participation in this event.

Signature of Parent/ Guardian: _____ Date: _____

Medical Information and Release

Name of Physician _____ Phone Number of Physician _____

Date of last tetanus shot _____ List any Allergies _____

List of medications _____

Relevant Medical History (diabetes, epilepsy, heart murmur, etc) _____

Child's Health Insurer: _____ Address _____

Group Number _____ Policy Number _____

I am the legal parent or guardian of the child or youth listed above. I hereby give my permission and full consent, should the necessity of medical care arise, for medical treatment or hospital services as ordered or recommended by a qualified physician or other medical care provider. Should medical help be needed, I agree to pay either directly or through my own personal health and accident insurance policy all related medical or hospital costs.

Signature of Parent/Guardian: _____ Date: _____

Media Consent and Code of Conduct:

I consent to the collection and use of my personal images by photography or video recording at ACCYM events. I acknowledge these images may be used on the ACCYM and/or ARUMC websites, newsletters, publications and social media accounts. I understand that no personal information, such as names, will be used in any publications unless express consent is given.

As a representatives of Christ and of The United Methodist Church, we, the participants of CCYM events, take seriously our responsibility to care for one another. This code represents affirmation of our concern for the well-being of the total community. We covenant with each other to insure the safety of all, to make our time together most meaningful, and to care for the facility which we share.

- 1) Anything considered illegal under civil and criminal law in Arkansas is illegal for participants of any CCYM event. This includes drug possession and use, alcohol consumption and possession by a minor and alcohol consumption on state property, possession of firearms, weapons or fireworks, etc. Tobacco use is disallowed as well. Those 18 or older are expected to refrain from tobacco and alcohol use during the entire event.
- 2) Dress should be appropriate for a Christian environment.
- 3) All participants are expected to participate in the event in full and be at the designated places for each activity in its entirety.
- 4) We will respect the person, equipment and property of others as well as the public and private properties (living areas, meeting rooms, etc) in use during the event. Any accidental damage to the event facilities or property will be billed to the local church and will be the responsibility of the persons who caused the damage. Intentional damage is subject to additional penalties.
- 5) All social media posts, pictures, interactions regarding the event should reflect the spirit of the event and a Christ-like attitude.
- 6) All youth attendees who drive themselves to the event are subject to have their vehicle keys collected until the event is over.
- 7) Cell phones, Radios, CD players, Mp3 players, etc. may be used during free time at levels that do not disturb others and cannot be heard outside the room in which it is being played. I understand that violations of this covenant and/or other inappropriate behavior could require disciplinary action for youth and adults. Decisions about appropriate disciplinary action will be made by adult group leaders and CCYM. CCYM reserves the right to call parents or to dismiss any person who breaks this code of conduct and send them home at their own expense. I understand that neither the Arkansas United Methodist Church nor Arkansas Conference Council on Youth Ministries will be held responsible for any costs incurred due to medical treatment that is necessary nor from any damages to any property while at the event.

Participant Signature _____ Date _____

Parent/Guardian Signature _____ Date _____
(If Under 18 or If 18 and Still Living With Parent or Guardian)

Parent/Guardian Cell Phone # _____

ARKANSAS CONFERENCE COUNCIL ON YOUTH MINISTRIES
BACKGROUND CHECK VERIFICATION FORM

In order to promote a safe environment for all youth and adult participants at Arkansas Conference Council on Youth Ministries events, each church must certify that it has conducted a background check on all persons who are 18 years or older or who will be chaperoning or working with youth at the event. The background check must include a criminal background check as well as a child maltreatment registry check.

ACCYM Event Name and Date _____
Church Name _____
Church Address _____
Church Phone _____

Please print the name of each person 18 years or older or who will be chaperoning or working with youth, including yourself, attending the event identified above.

- | | |
|-----------|------------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |
| 7. _____ | 8. _____ |
| 9. _____ | 10. _____ |
| 11. _____ | 12.. _____ |

I, _____ (Youth Leader's Name) acknowledge that _____ (Church Name) has conducted a criminal background check and a child maltreatment registry check on all persons who will be chaperoning or working with youth at the Arkansas Conference Council on Youth Ministries event _____ (Event Name) on _____ (Date of Event) and all such participants have been approved by the local church to work with children, youth and other adults. We agree to indemnify, protect and hold harmless the Arkansas Conference of the United Methodist Church for any liability related to any action of any participant being sent by _____ (Church Name).

TWO separate signatures are REQUIRED.

- | | |
|---|-------|
| 1. _____ | _____ |
| Trip Leader's Signature | Date |
| 2. _____ | _____ |
| Senior Pastor or Associate Pastor | Date |
| (Other than, and not related to, the Trip Leader) | |

Registration is not complete until a copy of this form is uploaded at www.accym.org.



RELEASE AND INDEMNIFICATION AGREEMENT

To be read and signed by each guest/visitor. Parents must sign for anyone under 18.

Shepherd of the Ozarks is located in the heart of the Ozarks and includes over 420 acres of beautiful woods and streams, waterfalls and caves, bluffs, ponds, natural springs and rolling open spaces. Any of the activities that can sometimes take place at Shepherd of the Ozarks, such as swimming, tubing/floating, fishing, canoeing, hiking or walking, backpacking, exploring caves, picnicking, sightseeing, visiting the petting zoo, horseback riding or petting the horses, Ropes Challenge Courses, Rock Climbing/Rappelling, Paintball, use of personal vehicles and occupying the cabins/lodges offer the possibility for personal injury or accidents for which all visitors must assume responsibility.

Below is a list of a few of the dangers, but in no way includes all of them.

For example, the water is very inviting, but drowning could occur. The creek can flood during hard rains. The bluffs are beautiful, but are deadly if someone should fall from them. Wildlife abounds and is interesting to watch, but animals can bite, skunks can spray, rattlesnakes and other poisonous snakes can be dangerous. The more domestic animals such as horses, goats, petting zoo animals, etc., seem tame but can be dangerous. Individuals can be harmed by falling from the stairs and high decks around the cabins. Ticks can carry Rocky Mountain Spotted Fever or other diseases. All ticks should be removed daily from one's body. Mosquitoes can carry West Nile Virus and other diseases. Roads on the property are gravel and rough, requiring slow and careful driving. Horseback riding can be hazardous and result in death or serious injury because horses can be unpredictable in their behavior, even with the most experienced of riders. Helmets are provided and recommended. Also, four-wheeler riding (if available) can be hazardous and can result in death or serious injury.

All visitors assume full responsibility for their safety in the above-mentioned dangers as well as the many dangers not specifically noted. Shepherd of the Ozarks carries no accident or health insurance on guests and visitors and accepts no responsibility or liability.

In connection with the lease of the property from Shepherd of the Ozarks, SOTO Ministries, Pinnacle Acquisitions, James L. and/or Michelle A. Miller and co-lessor(s) described therein, I hereby agree and covenant as follows, in consideration of the lease and the promises therein, the receipt and adequacy of which I hereby acknowledge:

1. Hereby to release and discharge lessors jointly and severally from, and to waive any and all causes of action, suits, claims, demands, rights, actions, judgments, and executions (including all damage and torts) in connection with said lease, the property, and the activities.
2. Hereby to indemnify, hold harmless and defend lessors from any and all causes of action, suits, claims, demands and torts, rights, actions, judgments, and executions (including all damage and torts) in connection with said lease, the property, and the activities, if brought by any lessee that I permit on the property during my lease or their legal representatives, spouses, heirs, or estates.
3. Hereby to covenant never to institute any suit or action at law or equity, not institute, prosecute, or in any way aid in the institution thereof, for damage, against any or all of the lessors in connection with said lease, the property and the activities. I hereby agree that this instrument may be treated as a defense to any lessees or in their behalf against lessors jointly and severally, and shall forever be a complete bar to the commencement and prosecution of any such or proceeding whatever, on account of damage to lessees.
4. Not to permit any guest to enter the property, or engage in the activities unless such guest has signed this release. I hereby acknowledge that NO PERSON HAS MADE ANY

WARRANTY, WHETHER EXPRESS, IMPLIED OR OTHERWISE WITH RESPECT TO THE SUBJECT PROPERTY OR ACTIVITIES, OR ANY OTHER REPRESENTATION WITH RESPECT THERETO. I HEREBY ACKNOWLEDGE THAT THE ACTIVITIES ARE INHERENTLY HAZARDOUS ACTIVITIES, AND THAT I AM ASSUMING ALL RISK VOLUNTARILY IN CONNECTION WITH THE PROPERTY AND THE ACTIVITIES.

5. As used herein, "lessors" shall mean Shepherd of the Ozarks, SOTO Ministries, Pinnacle Acquisitions, James L. and/or Michelle A. Miller and any co- lessor(s), the spouses thereof, the legal representatives and the businesses thereof;; "activities" shall mean any and all use by vehicles, of the buildings, and all other activities in connection therewith;; "lessee" shall mean the undersigned, the spouse thereof, the children thereof whether minor or adult, the invitees, and other guests thereof whether minor or adult, and other users in connection therewith;; "damage" shall mean any past, present, or future damage, costs, compensation, or loss of services for or on account of, any damage, loss, injury or death, to person or property or both, past, present or future.
6. This release may be amended only in writing signed by the undersigned parties. It binds and benefits the heirs and estates of the parties, but may not be assigned. It is governed by Arkansas law. Its terms are severable. Its rights and remedies are not waived by exercising any oral statements. It is effective as soon as the release is signed by Lessee and /or when Lessee first enters the property whichever occurs first and supersedes any oral statements. Lessee executes this release on behalf of itself and on behalf of its minor children (whether or not adopted) as legal guardian and next of kin.

NO PETS, ATVS, ALCOHOLIC BEVERAGES, ILLEGAL DRUGS, SMOKING, OR WEAPONS OF ANY KIND INCLUDING PAINTBALL MARKERS ARE ALLOWED ON SHEPHERD OF THE OZARKS PROPERTY.

Note: All guests/visitors must sign this release prior to occupying cabins or lodges or engaging in any activities. Parents or legal guardians must also list children under eighteen years of age.

Signature of Guest/visitor (Lessee) Date

Signature of Parent or Legal Guardian (If guest/visitor is under age 18) Date

Please Print First and Last Name As Signed Above

Please list Children under eighteen years of age below: