

LOMC ZIPLINE RELEASE
AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE
WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, _____, age _____, for my own personal enjoyment, adventure and recreational purposes, voluntarily request that I be allowed to participate in a ZIPLINE ride at the Lutheran Outdoor Ministries Center (LOMC).

IN CONSIDERATION OF LOMC allowing me to participate in a ZIPLINE ride, I hereby agree:

1. I am aware that participating in the ZIPLINE can be physically and emotionally demanding and dangerous. I am further aware that I may be subjected to personal injury, damage to any property I have with me, and even, in extraordinary cases, serious injury or death, as the result of my own decision to participate in a ZIPLINE ride at LOMC.
2. I freely and voluntarily, and with complete knowledge of these risks, fully and personally assume and accept those risks, which may include, but not be limited to, cuts, scrapes, bruises, fractures, debilitating injuries, paralysis, death, and other medical problems due to the challenging and physically-demanding nature of participating in a ZIPLINE ride. I further acknowledge those risks may include heart problems, injuries to me or my unborn children if I am pregnant, and other unpredictable physical, medical and emotional consequences and complications.
3. I hereby certify that I have no medical or other condition that will interfere with my participation or safety or the safety of others while I participate in a ZIPLINE ride. I further agree that I will list below on this form any such medical or other concerns that I have. I further acknowledge that if I fail to list such concerns, I assume the risks of nondisclosure and shall bear all costs and risks associated with the ZIPLINE activity.
4. LOMC, its sureties and insurers, and its personnel, shall not be held responsible or liable for any injury, damage, loss or expense, either to me or my property, incurred while participating in any way in the ZIPLINE ride and resulting from any negligent or careless act or omission on the part of any LOMC personnel.
5. For myself, my heirs, my executors, administrators, and assigns, I do release, indemnify, protect, defend, and hold LOMC and all officers, employees, supervisors, volunteers, and others employed or providing service to LOMC, harmless from all liability, obligations, losses, claims, demands, damages, actions, suits, proceedings, costs, and expenses, including attorney's fees, of any kind or nature whatsoever, whether suffered, made, instituted, or asserted by me, my heirs, executors, administrators, and assigns, or by any other entity, party, or person for any personal injury to or death of any person or persons for any loss, damage, or destruction of any property, whether owned by LOMC or not, arising out of, connected with, or resulting directly or indirectly from my participation in the ZIPLINE and which arises by reason of any actual or claims of any negligent or wrongful act or omission of mine that occurs while participating in a ZIPLINE ride. This agreement to indemnify shall continue in full force and effect notwithstanding the conclusion of my participation in ZIPLINE activities.
6. I understand that LOMC has the right to deny participation and that is my responsibility as a participant to follow the safety standards, guidelines, and procedures established by LOMC staff and its instructors. I acknowledge that to be eligible to participate in a ZIPLINE ride, I must weigh not less than 70 pounds nor more than 250 pounds. I further realize that if I do not understand specific instructions from the staff and instructors at any time, it is my own responsibility to ask for clarity and to seek and obtain assistance.

7. I authorize the leader of the ZIPLINE activities to secure such medical advice and services as deemed necessary for my health and safety and agree to accept financial responsibility for such medical advice and services provided to me. Through signing this Waiver, I hereby give consent to the LOMC instructors and any medical personnel attending to me to provide medical assistance to me whenever the circumstances indicate such is warranted.

I agree that if any individual provision of this Release, Agreement and Waiver is deemed unenforceable, the remaining provisions shall remain in full force and effect as if the unenforceable provision does not exist. I further agree that this Release, Agreement and Waiver shall be governed by the laws of the State of Illinois, and the exclusive jurisdiction and venue for any claim shall be the state courts located in Ogle County, Illinois. I further agree to indemnify LOMC from any expenses incurred in enforcing this Release, Agreement and Waiver, including, but not limited to, court costs and attorney's fees.

I HAVE READ THIS RELEASE, AGREEMENT, AND WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

PARTICIPANT'S CONSENT:

PRINT NAME: _____ WEIGHT: _____ LBS.

ADDRESS: _____

TELEPHONE NO: _____ EMAIL ADDRESS: _____

MEDICAL CONDITIONS: _____

EMERGENCY CONTACT: _____ TELEPHONE NO: _____

SIGNATURE: _____ DATE: _____

PARENTAL CONSENT (For participants under the age of 18):

I, the minor participant's parent or legal guardian, am familiar with LOMC's ZIPLINE and the above-identified minor's experience, health, and abilities, and have concluded the minor is physically and otherwise qualified to participate in a ZIPLINE ride. I hereby release, discharge, and agree not to sue, and agree to indemnify and hold harmless LOMC from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by negligence by LOMC and its instructors and other representatives. I further agree that I will indemnify and hold harmless LOMC and its instructors and other representatives from any litigation expenses, attorney's fees, loss, liability, damage, or costs incurred as a result of any such claim, to the fullest extent permitted by law.

PRINT NAME OF PARENT/GUARDIAN: _____

ADDRESS: _____

TELEPHONE NO: _____ EMAIL ADDRESS: _____

SIGNATURE: _____ DATE: _____