



**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

This Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement (“Release”) is executed as of \_\_\_\_\_ by \_\_\_\_\_ (“I” or “me”) in favor of Peak Encounter Ministries, Inc., a nonprofit corporation organized and existing under the laws of the Commonwealth of Pennsylvania, its directors, officers, employees, volunteers, and agents (hereinafter “Peak”). I desire to take part in the activities offered by Peak (the “Activities”). I understand that before I may participate in the Activities, a copy of this waiver must be completed and signed.

In exchange for being allowed to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I am aware and understand that the Activities which may include, but are not limited to, hiking, climbing, camping, swimming, paddle boarding, zip-lining and similar activities, may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. The inherent risks and hazards include, but are not limited to: (1) injuries sustained from any and all outdoor activities, such as those listed above; (2) injuries sustained from objects that are either natural or man-made, such as rocks, cliffs, trees or from misjudging trails or other terrain that induces slipping, tripping, falling, colliding or similar events; (3) injuries from hypothermia, heat stroke, dehydration, or other injuries associated with exposure to the elements, such as rain, cold, excessive heat or the weather in general; (4) injuries or illnesses sustained from plants or animals, including such conditions as poison ivy, poison oak, poison sumac, bee and/or wasp stings, injuries from encounters with wildlife or exposure to any plants or animals present within the area where the Activities take place; and (5) accidents, injuries or illnesses occurring in remote locations where no immediate medical attention is available or where medical attention is not immediately available. I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, and death. I acknowledge that I am participating in the Activities freely and by my own informed and conscious choice and I

have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

2. Medical Treatment. I hereby give consent and authority to Peak to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless Peak from any claim whatsoever in connection with such treatment or other medical services.

3. Release and Waiver. I hereby fully and forever release and discharge Peak from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I covenant not to make or bring any such claim or demand against Peak, and fully and forever release and discharge Peak from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES PEAK FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST IT WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF PEAK OR OTHERWISE.

4. Insurance. I UNDERSTAND THAT, EXCEPT AS AGREED TO BY PEAK IN WRITING, PEAK DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

5. Indemnification. I hereby agree to indemnify, defend, and hold harmless Peak from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim.

6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by Peak for internal and/or promotional use. I hereby grant and convey to Peak all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Peak's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

7. Miscellaneous. I hereby agree that this Release represents the full understanding between Peak and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. In entering into this agreement, I am not relying on any oral or written representation or statements

made by Peak other than those set forth in this agreement. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of Peak and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to any choice of law doctrine.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS **RELEASE** AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PEAK.**

Signature: \_\_\_\_\_  
Name (please print): \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Date: \_\_\_\_\_

**If the participant is under 18 years of age, a parent or legal guardian must also sign.**

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this **Release**. I authorize Peak to obtain medical treatment for such minor and **release** Peak from **liability** in accordance with Section 3 of this **Release**.

Signature of Parent or Legal Guardian: \_\_\_\_\_  
Name of Parent or Legal Guardian (please print): \_\_\_\_\_  
Address: \_\_\_\_\_  
Date: \_\_\_\_\_

### **EMERGENCY CONTACT INFORMATION**

In case of an emergency, contact:

Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email: \_\_\_\_\_  
Any allergies, medications, or other information needed in an emergency:  
\_\_\_\_\_