

Heartland Church of Sun Prairie, Inc.
**WAIVER OF LIABILITY, ASSUMPTION OF RISK,
INDEMNIFICATION AGREEMENT, AND CONSENT FORM**

Agreement to the terms of this Waiver of Liability, Indemnification Agreement, and Consent Form (this "Waiver") is a condition of participation through Heartland Church of Sun Prairie, Inc. ("Heartland") in the January 26-28, 2024 winter retreat (the "Winter Retreat") at the Lake Geneva Youth Camp, W2655 West South Street, Lake Geneva, Wisconsin (the "Retreat Center").

Participation in the Winter Retreat is limited to members of Heartland's middle-school small group, which members are ages 12 to 14 (individually, a "Participant," and collectively, the "Participants"), and the Participants' small-group leaders. Prior to the Participants' departure for the Winter Retreat this Waiver must be signed by each Participant's parent or legal guardian. The obligation to sign this Waiver is separate, distinct, and in addition to the requirement by any organization other than Heartland that the Participant or the Participant's parent or legal guardian sign certain documents.

For purposes of this Waiver, the term "Heartland" shall include the corporation as well as its directors, officers, employees, contractors, volunteers, and other agents.

Limited Role of Heartland

Heartland's role with respect to the Winter Retreat is limited: leaders of the middle-school small group will transport Participants to and from the Retreat Center using the leaders' personal vehicles, and leaders will provide limited supervision of the Participants while at the Retreat Center. **Neither Heartland nor the small-group leaders can ensure the safety of any Participant.**

The facilities and equipment will be provided by the Retreat Center and not by Heartland. Heartland is not responsible for the provision or maintenance of the facilities or equipment. Each Participant's parent or legal guardian may be required to sign one or more agreements by the Retreat Center; Heartland is not a party to any such agreement.

Description of Activities

Participants will be transported to and from the Retreat Center by the small-group leaders and will engage in a range of activities at the Retreat Center, including but not limited to outdoor, winter activities such as snow-tubing and tobogganing.

Description of Risks

Participation in the Winter Retreat is not without risk; snow-tubing and tobogganing are inherently dangerous activities, as is riding in a vehicle. Small-group leaders will provide limited supervision only and may not have any training in outdoor safety or in first aid or sports safety. Participants may be exposed to dangerous conditions and may use equipment that poses safety risks, and it is not possible for each Participant to be supervised at all times; Participants are expected to comply with all safety rules at the Retreat Center as well as with any instructions given by the small group leaders.

Due to the nature of the activities planned, risks of participation in the Winter Retreat include the possibility of personal property damage, mental and emotional injury, and personal (bodily) injury up to and including serious bodily injury and death. By participating in these activities, Participant assumes the risks involved in such activities.

Consent and Waiver of Liability

Participation in the Winter Retreat is strictly voluntary. By consenting as a parent or legal guardian of the below-named Participant to the Participant's participation in the Winter Retreat, you acknowledge that you have carefully read this Waiver, you understand its terms, you had the opportunity to ask questions about and negotiate this Waiver, you consent to all terms of this Waiver (whether typed or handwritten) that are not clearly stricken, and **you agree to release Heartland from liability for any and all claims arising as a result of Heartland's negligence; provided, however, that**

this Waiver extends only to Heartland's negligence and not to any reckless or intentional conduct by Heartland. Heartland does not hereby attempt to escape liability for reckless or intentional conduct.

By signing this Waiver, you further acknowledge and agree that you have carefully read and understand all documents provided by or through the Retreat Center and that you have explained all expectations for Participants described in such documents to the below-named Participant. Heartland is not responsible for said documents but, in the interest of each Participant's safety and well-being, Heartland expects and will assume that each Participant's parent or legal guardian has met this obligation prior to the Participant's departure for the Winter Retreat.

Agreement to Indemnify

You further agree to indemnify (meaning reimburse) Heartland for all harms suffered and losses incurred by Heartland as a result of the Participant's participation in the Winter Retreat, whether any such harm or loss is a direct result of the Participant's act(s) or failure(s) to act or arises out of a third-party claim against Heartland due to the Participant's act(s) or failure(s) to act. In addition to reimbursing Heartland for all harms suffered and losses incurred as set forth herein, you will also reimburse Heartland for all costs, expenses, and reasonable attorneys' fees incurred by Heartland in enforcing this Waiver and defending itself against any third-party claims, actions, complaints, and/or investigations relating to Participant's participation in the Winter Retreat.

Acknowledgement of Medical Disclosures and Authorization

You further acknowledge and agree that you have completed and submitted to the Retreat Center any agreement(s) required by the Retreat Center. **You hereby acknowledge that the Retreat Center, and not Heartland, is responsible for the collection, maintenance, and proper use during the Winter Retreat of any information provided to the Retreat Center and not to Heartland. Any medical care administered by, at the direction, or with the explicit or implicit permission of the Retreat Center is not the responsibility of Heartland.**

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU ARE SEVERELY LIMITING, POTENTIALLY EVEN PRECLUDING, YOUR ABILITY TO PURSUE NEGLIGENCE CLAIMS AGAINST HEARTLAND IN THE EVENT OF PERSONAL PROPERTY DAMAGE OR PERSONAL INJURY TO OR DEATH OF THE PARTICIPANT. YOU FURTHER ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS DOCUMENT YOU INCUR THE DUTY TO INDEMNIFY (REIMBURSE) HEARTLAND FOR CERTAIN HARMS SUFFERED AND/OR LOSSES INCURRED BY HEARTLAND. YOUR SIGNATURE BINDS NOT ONLY YOURSELF AND (IF A SEPARATE PERSON) THE BELOW-NAMED PARTICIPANT BUT ALSO YOUR RESPECTIVE PERSONAL REPRESENTATIVES, HEIRS, SUCCESSORS, AND ASSIGNS.

PARTICIPANT'S PARENT/LEGAL GUARDIAN

Full Name: _____

Signature _____

Date: _____

Telephone Number: _____

Address: _____

PARTICIPANT

Full Name: _____

Age: _____ Date of Birth: _____

ADDITIONAL EMERGENCY CONTACT:

Full Name: _____

Relationship to Participant: _____

Telephone Number: _____