

Brookhaven Christian Retreat
Agreement to Participate: Assumption of Risk and Release

WHEREAS, I THE UNDERSIGNED (“The Applicant”) wish to be accepted for participation in the programs to be organized by Brookhaven Retreat, Inc. of Hawkins, Texas: and in consideration of Brookhaven Retreat, Inc.’s action in allowing that applicant to participate in such a program: I, the undersigned, acknowledge that during the said program in which I, the applicant, am requesting to participate, certain risks and dangers may occur. These include, but are not limited to: the hazards of depending on other people; being at various heights (ground to 50’); accident or illness in remote places without medical facilities; the forces of nature; and travel by air, train, boat, automobile or other conveyance to or from Brookhaven Retreat and while at the facility. The undersigned further recognizes that these risks may also include: loss or damage to personal property; physical or psychological damage and/or injury not excluding fatality due to accidents that may occur; and accidents resulting from this challenge course experience and other type of outdoor activities. I further understand that medical services may be several hours away in the event of a medical emergency.

In consideration of, and as part payment for the right to participate in such a program and the services and food arranged for me by Brookhaven Retreat, Inc., Directors, Officers, Employees, Agents, and/or Associates, I have and do hereby assume all the above risks which are not specifically foreseeable, and will hold them harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind of nature whatsoever, whether for bodily injury, property damage or loss otherwise, which I now have or which may arise from or in connection with my program of participation in any other activities arranged for me by Brookhaven Retreat, Inc., Directors, Officers, Employees, Agents, and/or members of my family, including any minors accompanying me. In short, I will not sue Brookhaven Retreat, Inc. However, I the undersigned do reserve the right of arbitration, if necessary, to settle any and all grievances that might arise during this program. I also state that I am not under, and will not be under the influence of any chemical substance including alcohol. I fully understand that my physical activity involves risk of injury. I also understand that my participation in this Brookhaven Retreat Inc., program is entirely VOLUNTARY. I enter into this program and take full responsibility for my decision to participate or not to participate and agree to follow all safety instructions.

The undersigned further certifies that photographs, video footage, or audio clips of the undersigned participant taking part in programs at Brookhaven Retreat may be reproduced and utilized in promotional materials for Brookhaven Retreat Inc., and that no person shall be compensated for this use. I understand that these likenesses or voice representations will not be used for any other purpose.

Participant Signature

Legal Guardian/Witness

Date