

Camp Akiva
1446 RS County Rd 1490
Point, TX 75472



(903) 598-2497
info@campakiva.org
campakiva.org

Participant Agreement

Group/Event: _____

The individual named below (referred to as "I" or "me") desires to participate in what is generally referred to as traditional camp property activity (whether singular or plural, hereinafter referred to as the "Activities") provided by Our Father's Children dba Camp Akiva, a Texas nonprofit corporation with offices located at 1446 RS County Rd 1490, Point, TX 75472 ("Akiva").

As lawful consideration of the opportunity to participate in any Akiva Activities, I acknowledge and agree to the following:

1. **Activity Permission.** I understand that in addition to traditional camp property activities, including, but not limited to, sports, swimming, crafts, waterfront activities, carpetball & other tabletop games, camp fires and traveling to the locations of various activities, Akiva may offer a challenge course, waterfront events, nerf archery, paintball, fishing, canoes, slip & slide, and a mud pit. I understand that by participating in these activities, I may be exposed to the elements of nature, including temperature extremes, inclement weather, insects, plants, animals and accidents or illness in a rural location and that I may be participating in strenuous activities that will have inherent and other risks or dangers associated with them. I understand that I may ask any questions of Akiva's staff to receive a full and complete understanding of any such risk or danger associated with any activity. I may also decline to participate in any such activity. I agree to follow all rules, guidelines, and equipment requirements for all activities as specified by Akiva's staff.

2. **Acknowledgment and Assumption of Risks.** I am aware and understand that the activities are dangerous activities and involve the risk of serious injury and/or death and/or property damage. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of Akiva. I acknowledge that I am knowingly and voluntarily participating in the activities with an express understanding of the danger involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of Akiva or otherwise.

3. **Agreements of Release and Indemnity.** I hereby expressly waive and release any and all claims, now known or hereafter known, against Akiva, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees") on account of injury, death, or property damage arising out of or attributable to the activities, whether arising out of the negligence of Akiva or any Releasees or otherwise. I covenant not to make or bring any such claim against Akiva or any other release, and forever release and discharge Akiva and all other releases from liability under such claims.

I shall defend, indemnify, and hold harmless Akiva and all other releases against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the cost of enforcing any right to indemnification under this Participant Agreement, and the cost of pursuing any insurance providers, incurred by, arising out of or resulting from any claim of a third party related to the activities.

4. **Tobacco Products/Use of Alcohol and Illegal Drugs.** The use of tobacco products (cigars, cigarettes, pipes, vaping, or smokeless tobacco) and using or having illegal drugs or alcohol is strictly **prohibited** on any premises utilized by Akiva.

5. **Injury/Illness.** Should I become ill or injured while participating in an Akiva activity, parent(s)/guardian(s)/emergency contact(s) will be notified if, at the sole discretion of Akiva's staff, such notification is necessary. Notification is usually reserved for emergency situations.

Parent(s)/Guardian(s)/Emergency Contact(s) may contact Akiva if at any time a parent/guardian/emergency contact has a question or concern regarding my health status or safety.

6. **Medical Release.** I understand that Akiva is not obligated to provide on-site medical care or facilities. I give permission to the medical personnel selected by Akiva to provide routine healthcare, to administer medications, both over the counter and prescriptions, to order x-rays and routine tests, to hospitalize, secure proper treatment for and to order injection, anesthesia or surgery for me. I authorize Akiva or its designees to provide or arrange necessary related transportation for me. In addition, I authorize the release of all my records, x-rays, notes and any other medical information to Akiva or its designee.

7. **Acknowledgement of Akiva Purpose.** Participant acknowledges and understands that Akiva is organized and operated exclusively for Christian purposes, and that Akiva and its staff seek to demonstrate the love of Jesus Christ in the way Akiva is operated and in all Akiva programs and activities. Accordingly, participant agrees they will respect Akiva's Doctrinal Statement and Christian purposes, and that they will not make statements or engage in conduct while on Akiva property or participating in Akiva activities that would be inconsistent with or detract from Akiva's Doctrinal Statement and Christian purposes.

8. **Use of Personal Information/Images.** I hereby irrevocably permit, authorize, grant, and license Akiva and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them ("Authorized Persons"), the rights to display, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, and otherwise use my name, image, likeness, and appearance, voice, story, statements, and all materials created by or on behalf of Akiva that incorporate any of the foregoing ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including but not limited to, in and on brochures and other print publications, electronic, magnetic, and optical media, television broadcast, cablecast, and satellite, home video and video on demand, radio broadcasts, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for advertising, public relations, publicity, packaging, and promotion of Akiva and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to me.

Akiva shall be the exclusive owner of all rights in the Materials. I hereby irrevocably transfer, assign, and otherwise convey to Akiva my entire right, title, and interest, if any, in and to the Materials in any jurisdiction, including all registration, renewal, and reversion rights. I acknowledge and agree that I have no right to review or approve Materials before they are used by Akiva, and that Akiva has no liability to me for any editing of the Materials or for any distortion or other effects resulting from Akiva's editing or use of the Materials, or Akiva's presentation of me. Any credit or other acknowledgment of me, if any, shall be determined by Akiva in Akiva's sole discretion. Akiva has no obligation to create or use the Materials or to exercise any rights given by this Participant Agreement.

9. **Applicable Law.** Any dispute of any nature arising out of this Participant Agreement or as a result of my participation in Akiva Activities shall be brought in the courts of Tarrant County, Texas and Texas laws will control any such dispute between me and Akiva or any related or Released Party. I have read the above policies, consents, permissions, assumptions of risk and agreements of release and indemnity and agree to abide by them to the fullest extent allowed by law.

(Printed Name of Participant)

Age

(Signature of Participant)

(Date Signed)

(Printed Name of Parent/Guardian)

(Signature of Parent/Guardian) – if participant is a minor

(Date Signed)

Turn Over, Complete Reverse Side →

COVID-19 ADDENDUM TO PARTICIPANT AGREEMENT, RELEASE FOR CAMP & CAMPERS

I hereby agree as follows:

1. I acknowledge that Our Father's Children (OFC) & Camp Akiva are taking reasonable precautions to mitigate the risks associated with COVID-19. I understand that such risks cannot be eliminated entirely, as COVID-19 may spread through multiple pathways. I also understand that although reasonable precautions are taken, my child may become infected with COVID-19. I also understand the health risks associated with COVID-19 infection, including potential exposure to others including family members.
2. I expressly agree to accept and assume all risks associated with COVID-19 related to my child's participation in the camp or retreat. I have elected to allow my child to participate in the camp or retreat despite the risks of COVID-19. I recognize that this decision is purely voluntary and that I have the right to discontinue my child's participation in the camp or retreat at any time.
3. I understand that OFC & Camp Akiva may modify and/or cancel a camp or retreat as a result of COVID-19 issues or may be directed to modify and/or cancel a camp or retreat by government authorities.
4. I understand that OFC & Camp Akiva reserve the right to segregate, remove, quarantine, and/or dismiss my child for COVID-19 reasons and/or take all reasonable steps to maintain and protect the health and welfare of my child and other Campers, staff, and volunteers.
5. I acknowledge that I will remain solely responsible for my other costs incurred in connection with my child's participation in the camp or retreat, including transportation and incidental costs, even in the event that OFC & Camp Akiva are required to or deems it necessary to cancel or modify the camp or retreat, or OFC & Camp Akiva dismisses my child from the Program.
6. I represent to OFC & Camp Akiva or will represent to OFC & Camp Akiva prior to presenting my child for participation in the camp or retreat that, to my knowledge, my child (a) has not been diagnosed with COVID-19, (b) has not been exposed to a person presumed or confirmed to have COVID-19 within the fourteen days preceding my child's participation in the camp or retreat, and (c) is free of any signs and symptoms of COVID-19 (which may include a fever, a dry cough, excessive fatigue, shortness of breath). I represent I will notify OFC & Camp Akiva of any change in my child's medical status that occurs prior to the start date of the term for which he/she is registered.
7. ***I HEREBY VOLUNTARILY RELEASE, WAIVE, AND FOREVER DISCHARGE ANY AND ALL CLAIMS AGAINST OFC & CAMP AKIVA MINISTRIES, ITS BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND ALL OTHER PERSONS OR ENTITIES AFFILIATED WITH OFC & CAMP AKIVA OR ACTING ON ITS BEHALF THAT RELATE IN ANY WAY TO COVID-19, INCLUDING BUT NOT LIMITED TO ANY CLAIM ARISING FROM OR RELATING TO MY CHILD'S EXPOSURE TO, INFECTION WITH, OR OTHER HARM RELATED TO COVID-19 WHILE PARTICIPATING IN THE CAMP OR RETREAT AND/OR FOLLOWING PARTICIPATION IN THE CAMP OR RETREAT, AND ALSO INCLUDING HARM RELATED TO MY CHILD'S SPREAD OF COVID-19 TO ME AND/OR OTHERS INCLUDING FAMILY MEMBERS. I FURTHER AGREE TO REIMBURSE OFC & CAMP AKIVA FOR ATTORNEY FEES INCURRED RELATED TO ENFORCING THIS WAIVER PROVISION.***
8. I agree to indemnify and hold harmless OFC & Camp Akiva from and against any liabilities, claims, causes of action, suits, losses, fines, judgments, settlement, and expenses (including reasonable attorney fees) which may be incurred by OFC & Camp Akiva as a consequence of my child's exposure to COVID-19 resulting in the illness or infection of a third-party.
9. The provisions of this Addendum are severable, and if any provision of this Addendum is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
10. This Addendum is intended to supplement the Participation Agreement previously executed and is in addition to the terms stated therein, which shall remain in full force and effect.

By signing this **ADDENDUM**, which includes an **ASSUMPTION OF RISK, RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT RELATED TO COVID-19**, I expressly state that I have had sufficient opportunity to read it in its entirety. I further certify that I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Date _____

Signature of Parent / Legal Guardian _____ Date _____

(if participant is a minor)