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EAGLE CREST
ADVENTURES

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## Waiver and Release of Liability

The programs of Lake Williamson's Eagle Crest Adventures—including high ropes, zip lines, team initiatives, caving, and outdoor education—offer participants the opportunity for individual and group growth. The nature of these programs carry an inherent risk of injury, both minor and serious. Emotional risks include, but are not limited to fear, embarrassment, crying, and anger. Physical risk is also an inherent part of these programs. Common injuries include bumps, bruises, cuts, scrapes, and rope burns. Falls, missteps, tripping, and slipping may result in sprains, broken bones, and damage to back, neck, or other parts of the body. Activities that require physical lifting may result in back injuries or muscle strain. Caving programs carry the additional risk of injury and death from falling, rock fall, entrapment, and drowning.

In signing this document you agree:

- 1. You understand participation in Eagle Crest Adventures programs carries risk of minor and major emotional and physical injury. You understand it is not possible for this release to list all possible risk. You understand these risks can result in long-term, health-related issues, permanent disability, loss of work, loss of wages, and even death. You take upon yourself all physical, emotional and financial risk stemming from participation. You understand that at any time you have the right to decline participation.
- You understand that with some pre-existing medical conditions strenuous activities may not be recommended. You understand that if you have questions regarding your physical health or a pre-existing medical condition, it is your responsibility to consult with your physician to determine your level of participation. You understand Lake Williamson staff and volunteers are not qualified to make medical assessments regarding participation.
- 3. You understand that alcohol and drug usage (both illegal and prescription drugs) can increase these risks, and you agree to not participate if you are under the influence of any substance, both legal and illegal.
- 4. You understand that pregnant women should not participate in Eagle Crest Adventure programs.
- 5. You understand the weight limit on zip lines is 250 pounds. Severe injury may occur if you mislead staff regarding your weight.
- 6. In case of injury, you agree to release, waive, discharge, hold harmless, defend, and indemnify any person providing initial first aid treatment. When you are unable to make medical decisions, you grant permission for Lake Williamson staff and volunteers to arrange medical transportation to a hospital and to convey any known medical information to professional medical staff.
- 7. Because you willing take these risks upon yourself, you waive your right to seek any financial compensation from Lake Williamson Christian Center and the Illinois District Council Assemblies of God, its directors, officers, staff, and facilitators (including all full-time and part-time employees and volunteers) from any and all claims, actions, or losses which may arise from participation, even claims that are considered "negligent." Such financial compensation includes, but is not limited to, medical bills (including hospitalization, doctor visits, physical therapy and long-term disability), loss of wages, loss of personal property, and legal claims.
- 8. You, on behalf of yourself, your personal representatives, your dependents and your descendents, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Lake Williamson Christian Center, the Illinois District Council Assemblies of God, its directors, officers, staff, and facilitators from any and all claims, actions, or losses which may arise from participation.
- 9. If, after *clearly waiving your rights* to seek financial compensation stemming from participation, you, your personal representatives, your relatives, your dependents or your descendents pursue legal action, you agree:
  - All legal filings must take place in the jurisdiction of Macoupin County in the state of Illinois. No filings may take place outside of this jurisdiction.
  - b. This document can be presented in court showing that you willingly took upon yourself any and all risks involved and willingly waived the right to pursue financial compensation stemming from participation.
  - c. You agree the court can only throw out the clause or line that they find offensive, not the entire document.
  - d. You, your personal representatives, your dependents or your descendents are responsible for all fees (including, but not limited to legal expenses) occurred by Lake Williamson Christian Center, the Illinois District Council Assemblies of God, its directors, officers, staff, and facilitators in defending against all claims.

In consideration of my participation in the Eagle Crest Adventures programs of Lake Williamson Christian Center, I, on behalf of myself, my personal representatives, my relatives, my dependents and my descendents, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Lake Williamson Christian Center and the Illinois District Council Assemblies of God, its directors, officers, staff, and facilitators from any and all claims, actions, or losses which may arise out of my participation in this event.

I agree to follow the instructions of Eagle Crest Adventures staff. I understand Eagle Crest Adventures staff retain the right to revoke permission granted to participate in the event and may terminate my participation at any time for any reason.

I grant permission for photos and videos taken of me during my participation to be used for Lake Williamson promotion.

I have read and understood this waiver. I sign it willingly and assume all risk from my participation.

Signature:	_ Date:	Group/Church:
Print Name:	Signature of Parent (If under age 18):	

## An Introduction to Team Challenge Courses—What to Expect

The Team Challenge Courses at Lake Williamson are tools to enable experiential learning, which can be defined as "learning by participating." Our courses are designed so that a group of individuals can learn and grow as they are led through activities that challenge them in various ways. These activities involve games to play, obstacles to overcome, and problems to solve. Each is designed to engage participants physically, mentally, socially and emotionally. Facilitators select activities which fit group goals, age, physical ability, and social skills.

 Facilitators are respectful of individuals' right to choose their level of participation without undue pressure or the need to explain or justify their choices.

Many activities involve an element of *perceived risk*. The risk may be physical, social, and/or emotional. This perceived risk helps to engage the team members, making the experience both challenging and fun. In all cases, however, the *actual risk* is minimized by the facilitator's careful instruction, active supervision, and thoughtful selection of activities.

• <u>A facilitator cannot guarantee safety</u>, but will strive to minimize actual risk. To that end, facilitators reserve the right to stop any program or remove any individual where safety instructions are ignored or violated.

After each activity, the facilitator helps the team learn from their experiences through the process of "Debriefing." This involves guiding a discussion through questions and observations which will help the team to learn about themselves as individuals and a group.

Ideally, the team should be able to apply the principles learned on the course to their personal lives.

Other than briefing and debriefing activities with the group, the facilitator strives to be an "invisible" observer. Although every group and situation is different, ideally the facilitator will speak as little as possible, allowing the participants to find the solution within themselves. It is not uncommon for a group's request for clarification or an idea to be met with a shrug or a response that does not directly answer the inquiry. This is not meant to express a disinterest in the group (Quite the opposite is true!). Though there are times when a facilitator may insert a new thought into the group's efforts, ultimately the solution to the problem rests within the group.

- Eagle Crest facilitators will deflect problem solving questions back on the group.
- On the high ropes course, facilitators will allow participants to cry, panic, and "struggle" without interference. This is not indifference, but we have learned that "rescuing" too soon can rob a participant of his victory. Facilitators will generally only help on high ropes when a participant directly asks for it or when emotional paralysis (the inability to take action) occurs. Participants are encouraged to help each other.

**For your safety, there is a 250 pound weight limit on the zip lines.** Severe injury may occur if a participant misleads staff regarding his/her weight. This weight limit does not apply to other course elements. However, all high ropes participants must *comfortably* fit a harness, with three inches of "tail" on the belt strap.

TO PARENTS & ADULT LEADERS OF YOUTH: Eagle Crest Adventures encourages adult leaders to participate. We do, however, wish to prepare you for some of the "limitations" you may encounter. We assume adult leaders have selected our program with the desire to see their students grow and develop as a team. Therefore, our facilitators make every effort to leave the problem solving experience with the *youth*, and not the leaders. To that end, facilitators may kindly remind adults not to give directions, ask leading questions, or offer anything more than encouragement. If, as an adult, you find yourself struggling with these limitations, you are not alone! It is difficult for any adult to remain silent when they see the quick solution their students do not see. We simply ask adults to allow students the freedom to learn experientially and to not be offended if one of our facilitators request that the solution to the challenge be reserved for the youth.

## **Clothing Guidelines**

Group Leaders, please see that all participants receive a copy of this letter. -Thank you

Dear Participant,

For the physical and emotional safety of our guests, the following clothing guidelines are required in order to participate in the Eagle Crest Adventure Challenge Program. Guests not in compliance with these requirements may be prevented from participating.

**<u>Basic Rule of thumb:</u>** All participants should be fully covered from shoulder to mid-thigh and dressed in a manner appropriate for Adventure Challenge Course activities.

Challenge Course staff reserve the right to block participation due to inappropriate, offensive, or revealing attire.

- 1. Close-toed shoes must be worn. Sandals, flip flops, and other open-toed shoes are not allowed—no exceptions.
- 2. **Shorts must be an appropriate length** (preferably mid-thigh). Skirts, dresses, and short shorts and yoga shorts are <u>not</u> appropriate.
- 3. *Full-cut* shirts are required. No tank tops. No belly shirts. No cleavage.
- 4. As a general rule, jewelry may interfere with course elements. We ask that dangling jewelry and hoops not be worn. Participants are responsible for notifying facilitators of other piercing that cannot be removed and may cause injury on course elements.
- 5. **Be mindful of the weather**, and dress appropriately for cold/wet days on the courses.
- 6. Lastly, we highly recommend bug spray and sunscreen for those using the <u>outdoor</u> low ropes course.

If you have any questions about these guidelines, feel free to call us at 217.854.4820 ext. 4207.

Thank you for helping us have a safe, fun-filled day free of unnecessary distractions!

Sincerely, The Eagle Crest Program Staff