

**TRAIL LIFE PARTICIPANT WAIVER
AND RELEASE OF LIABILITY
MINOR (UNDER 18 YEARS OLD)**

I, _____ (“**Participant**”) and _____, my parent, guardian, or caretaker (“**Guardian**”), in consideration of Participant’s participation in Trail Life Troop NC-0942 during the August 1, 2025 – July 31, 2026 year associated with Calvary Baptist Church of Winston-Salem, Inc., 134 S. Peace Haven Road, Winston-Salem, North Carolina (the “**Church**”), which includes all local meetings, outings, service projects, travel, overnight trips, and off-site events (the “**Troop Activities**”) hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Participant and Guardian have fully informed themselves of all the details concerning the Troop Activities. We agree that we are in the best position to know Participant’s physical, mental, and emotional abilities and limitations and we represent and warrant to the Church that we have determined that Participant has the necessary abilities, skills, and knowledge to participate in the Troop Activities and Participant will exercise reasonable care and due diligence during Participant’s participation. We are aware of the hazards and risks to Participant’s person and property associated with serving on the Troop Activities, such hazards and risks including, but not being limited to, death or injury by accident, disease or illness, war, terrorist acts, weather conditions, storms, floods, unavailable or inadequate medical services and supplies, criminal activity, and random acts of violence. We accept Participant’s participation in the Troop Activities with full awareness of these risks, and, subject to any insurance coverages that may be available to Participant from any source, and only with respect to Calvary Baptist Church or its affiliates, or their respective representatives, officers, directors, members, deacons, elders, staff, supervisors, employees, consultants, advisors, volunteers or agents, or any persons acting by, through, under, or in concert with any of them (together with the Church, “**Church Representatives**”), we voluntarily assume all risks of death, injury, and illness associated with such risks, and any damage to Participant’s personal property, and we release the Church Representatives from any liability whatever arising as a result of death, injury, or illness that I may suffer as a result of participation in the Troop Activities. We further recognize that such risks have always been associated with scouting troop activities. Such risks are part of what we hope Participant will learn to engage with and manage as part of this Troop.
2. Participant and Guardian hereby voluntarily, fully and forever release and discharge the Church Representatives, as well as their respective affiliates, insurers, attorneys, agents, officers, managers, members, successors, and assigns (hereinafter collectively, “**Releasees**”) 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 Participant’s participation in the Troop Activities. We agree not to make or bring any such claim or demand against any of the Releasees, and fully and forever release and discharge the Releasees from liability under such claims or demands.
3. Participant and Guardian attest and certify that Participant has no medical conditions that would prevent Participant from serving on the Troop Activities. We hereby give consent and

authority to receiving medical treatment if Participant is injured or requires emergency or urgent medical attention during Participant's participation in the Troop Activities. We agree that all emergency or urgent care provided to Participant meets the requirements of and is made with our informed consent and constitutes charitable emergency care for purposes of any applicable good Samaritan statute and that Releasees shall not be liable for any acts or omissions arising in the provision of such care. We understand and agree that we are solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. We hereby release, forever discharge, and hold harmless the Releasees from any claim whatsoever in connection with such treatment or other medical services.

4. Participant and Guardian expressly waive any defense to the enforcement of any provision of this Release arising from a claim of lack of consideration and warrant that this Release constitutes a legal, valid, and binding obligation upon me enforceable against us in accordance with its terms.
5. Participant and Guardian are aware and understand that the Troop Activities may be inherently dangerous and may expose Participant to a variety of foreseen and unforeseen hazards and risks. We acknowledge that we are voluntarily participating in the Troop Activities and have considered those risks. We hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that Participant may incur as a result of Participant's participation in the Troop Activities.
6. PARTICIPANT AND GUARDIAN UNDERSTAND THAT THE CHURCH 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 PARTICIPANT'S INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF PARTICIPANT'S PROPERTY. We also understand that workers' compensation insurance is not available to volunteers or Troop members and that the Church does not provide workers' compensation insurance for volunteers or Troop members. We expressly waive any claim for compensation or liability on the part of the Church in the event of any injury or medical expense.
7. Participant and Guardian understand and agree that during the Troop Activities, Participant may be photographed and/or video recorded by the Church for internal and/or promotional use. Participant and Guardian hereby grant and convey to the Church 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 Church's use of Participant's name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.
8. All issues or disputes arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of North Carolina or any other jurisdiction).
9. This Agreement constitutes the sole and entire Agreement between Participant, Guardian and the Church with respect to the Troop Activities and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If a court or tribunal of competent authority and jurisdiction shall conclude that any term or provision of this Agreement is invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability of that term or provision shall not affect the enforceability of any term or provision of this Agreement. Moreover, if a term or provisions of this Agreement shall be held invalid, illegal, or unenforceable by a court or tribunal of competent authority and jurisdiction, such a holding shall not cause the terms or provisions to be necessarily invalid, illegal, or unenforceable within another jurisdiction where such terms or provisions are otherwise enforceable.

10. Participant and Guardian agree that all issues or disputes that we may have that relate or arise from this Agreement shall be resolved through the alternative dispute resolutions provided within this paragraph:
 - a. If Participant or Guardian have an issue or dispute with any of the Releasees which arises out or relates to this Agreement, we will report the issue or dispute in a signed writing that is submitted to an officer of the Church, electronically at jesizemore@calvarynow.com or by US mail at: 134 S. Peace Haven Rd., Winston-Salem, N.C. 27104. The officer of the Church shall have sixty days from receipt of such notice to resolve any issue or dispute raised within our writing. Participant and Guardian agree to cooperate with the Church's officer, the Church, or an appointed Church Representative and to make a good faith effort to resolve any dispute or conflict within 60 days from the officer's receipt of the notice.
 - b. If the issue or dispute is not resolved by the Church's officer to my satisfaction within 60 days, Participant and Guardian agree that the only next course of action shall be to escalate the issue in a reasonable fashion through the appropriate committee, board, or person in whom the ultimate authority of the Church's governance is vested (hereinafter "Governing Authority"), and that such escalation shall be in writing and shall include a description of the underlying issue or dispute and an explanation of why the Church's officer was unable to resolve the issue or dispute to our satisfaction. Such notice shall be submitted electronically at pastor@calvarynow.com or by US mail at 134 S. Peace Haven Rd., Winston-Salem, N.C. 27104. Participant and Guardian understand that the Governing Authority may or may not, in its sole discretion, investigate, formally or informally, consistent with the Governing Documents, the issue or dispute raised and we agree to cooperate with the Governing Authority, the Church, or an appointed Church Representative and to make a good faith effort to resolve any dispute or conflict before we take any further action related to the issue or dispute. Participant and Guardian agree that the Governing Authority shall have 90 days from its receipt of a written complaint to resolve the issue or dispute to my satisfaction.
 - c. Participant and Guardian agree that if we are unable to resolve any issue or dispute arising out of or relating to this Agreement by reporting this matter to a Church officer or the Governing Authority, that all issues or disputes shall be settled through Biblically-based dispute resolution mechanisms, or Biblically-based meditation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (complete text of the Rules is

available at iccpeace.com/rules or by contacting ICC PEACE at info@iccpeace.com or calling 844-707-3233). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

- d. Participant and Guardian understand that the foregoing methods of alternative dispute resolution, described in Paragraphs (a)-(c) above, shall be the sole remedy for any issue or dispute arising out of or related to this Agreement and expressly waive the right to file a lawsuit in any court or tribunal against any of the Releasees, except to enforce an arbitration decision.
 - e. All aspects of the mediation or arbitration proceeding, including, but not limited to, the award of the arbitrator and compliance therewith, shall be strictly confidential. Subject to the foregoing, any authorized legal action related to this Agreement shall be exclusively brought in a state or federal court sitting in and for Forsyth County, North Carolina, and Participant and Guardian hereby submit to the exclusive personal and subject matter jurisdiction of such courts for such actions.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. PDF, click through, or electronic signature pages shall serve as original, effective signature pages.

[signature page follows]

BY SIGNING, PARTICIPANT ACKNOWLEDGES 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 THE CHURCH REPRESENTATIVES AND ALL OF THE RELEASEES.

Print *Participant* Name

Date of Birth

Participant's Signature

Date of Signature

Participant's Address

Participant's Email Address

To Be Completed by Parent, Custodian, Guardian, or Caretaker:

The signatory below represents that the signatory is a lawful parent, custodian, guardian, or caretaker of the above-named Participant, has the right and legal capacity to sign this Agreement on behalf of the Participant, and signs this Agreement on behalf of the Participant, who is a minor child or otherwise legally disabled. Guardian has read this Agreement, is familiar with its terms and legal consequences, and fully understands that by signing below Guardian gives up substantial rights of the Guardian and the Participant. Guardian acknowledges that this Agreement is binding, and it has been freely and voluntarily entered into by Guardian without any inducement, assurance or guarantee. Further, it is Guardian's intent that this instrument act as a complete and unconditional release of all liability to the greatest extent allowed by law and agrees to hold harmless and indemnify the Church and each of the Releasees from all liability for any and all costs, expenses, fees, losses and damages incurred by the Participant or Guardian arising out of or related to participation in the Troop Activities.

By *Guardian*:

Print *Guardian* Name

Guardian's Relationship to *Participant*

Guardian's Signature

Date of Signature

Guardian's Address

Guardian's Email Address