



Wafloy Mountain Village | 3610 East Parkway | Gatlinburg, TN 37738

---

**ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY  
(PLEASE READ CAREFULLY BEFORE SIGNING)**

In consideration of Corryton Church d/b/a Wafloy Mountain Village ("Wafloy Mountain Village") furnishing services, premises and/or equipment to enable me to participate in the following kinds of activities: team-building, paintball, volleyball, swimming and other water-based recreational activities, and any other activities offered by or through Wafloy Mountain Village (collectively, the 'activities'), I, the undersigned agree as follows:

1. Acknowledge and agree that the Activities entail both known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to me, my property, or third parties. I understand such risks cannot be eliminated without jeopardizing the essential qualities of each of the Activities. In addition, I acknowledge and agree that any use of any Wafloy Mountain Village equipment, facilities or property that is not expressly authorized by Wafloy Mountain Village staff will be considered an "unauthorized use" and is strictly prohibited.
2. Acknowledge and agree that all Activities are based on the "challenge by choice" principle and expressly understand I do not have to participate in any activity. I will withdraw from participation in any of the activities which I deem to exceed my physical capabilities, skill level and/or comfort level. The Activities create an inherent risk for injuries such as, but by no means limited to: slips, falls, free falling, heat stroke, heart attack, seizure, blindness, fractures, rope burn, drowning, pinches, scrapes, twists, jolts, strains, scratches, bruises, sprains, lacerations, fractures, concussions, stings, allergies, diseases, infection and other injury. I understand participating in a group activity subjects me to the conduct of other individuals and I may be exposed to the negligent acts and behavior of other persons and activity participants.
3. Expressly agree and promise to accept and assume all of the risks inherent in any of the Activities in which I participate. My participation in each of the Activities is purely voluntary, and I elect to participate fully aware of the risks I am assuming.
4. To the fullest extent permitted by law, agree to indemnify, hold harmless and defend Wafloy Mountain Village, its shareholders, affiliates, agents, directors, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "Wafloy Mountain Village Parties") from and against any and all claims, losses, damages, expenses and other liabilities (including, but in whole or in part from my participation in the Activities or any Unauthorized Use. I for myself and anyone entitled to act on my behalf, including, but not limited to my heirs and successors, hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Wafloy Mountain Village parties from any and all claims, losses, damages, expenses and other liabilities of any kind arising out of my participation in the Activities or any Unauthorized Use even if such claims, losses, damages, expenses and other liabilities arise out of negligence or carelessness on the part of any or all of the of the Wafloy Mountain Village parties.
5. Understand that Wafloy Mountain Village does not provide medical insurance to participants in any Activities and that I am solely responsible for any medical, health or personal injury costs related to my participation in any Activities or in connection with any Unauthorized use. I further understand and agree that I assume the risk of any medical or physical conditions I may have and I will make said medical or physical conditions known to Wafloy Mountain Village upon arrival on premises that may affect my ability to safely participate in any of the Activities. If a medical emergency involving me occurs during any of the Activities or as a result of any Unauthorized Use, I understand that Wafloy Mountain Village will attempt to contact my emergency contact listed below. If that person cannot be reached or time does not permit, I hereby give permission to Wafloy Mountain Village to contact emergency services for help, and give permission to a licensed physician or other licensed medical provider to provide proper treatment, including but not limited to hospitalization, injection, anesthesia and/or surgery. I hereby RELEASE, WAIVE AND FOREVER DISCHARGE the Wafloy Mountain Village Parties from any and all claims, liabilities, causes of action, damages, demands, judgments, executions, liens and costs whatsoever in law or equity, including, without limitation, liability for death or bodily injuries to any person or damage to any property resulting from any (i) claims made against medical providers of emergency services under this authorization, or (ii) claims made against the Wafloy Mountain Village Parties for obtaining emergency medical services for me pursuant to this authorization and waiver. Wafloy Mountain Village strongly advises that all participants have adequate medical insurance coverage before participating in any Activities.
6. Grant and convey to the Wafloy Mountain Village Parties all right, title and interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about any of the Activities, and the Wafloy Mountain Village Parties shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known or hereafter invented.

Participants of Wafloy Mountain Village sometimes participate in activities or events off site and run by independent third parties that are not affiliated with Wafloy Mountain Village (the "Other Activities"). Wafloy Mountain Village assumes no responsibility for any such Other Activities and you agree that participation in such Other Activities will be entirely at your own risk, and that you will indemnify, hold harmless and defend the Wafloy Mountain Village Parties from and against any and all claims, losses, damages, expenses and other liabilities (including, but not limited to, court costs and attorney's fees) arising out of or resulting in whole or in part from your participation in Other Activities.

This Waiver and Release shall be governed in accordance with the substantive and procedural laws of the State of Tennessee without regard to its conflicts of law provisions. All disputes arising hereunder shall be brought in the state courts having jurisdiction in Sevier County, Tennessee and I hereby consent to the jurisdiction of such courts, agree to accept services of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to me.

If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law. .

Assumption of Risk. Participant/Guest expressly understands and agrees that the use of Wafloy's Camp presents risks to employees, visitors, and guests regarding any potential and/or actual infection of Covid-19 and/or any related illness, the result of which may be both serious and minor, including but not limited to cough, fever, pneumonia, hospitalization, and death. Participant/Guest is responsible for evaluating the risks he/she may face and is responsible for his/her actions.

Participant/Guest further recognizes, understands, and agrees that Wafloy assumes no responsibility for any liability, damage, or injury relating to or resulting from Covid-19 or any related illness that may be caused by the negligent or grossly negligent acts or omissions committed prior to, during, or after use of Wafloy's facilities and premises by Participant/Guest.

Indemnification and Hold Harmless. I, the undersigned, or as legal guardian of minor referred below, specifically understand personally responsible for actions and omissions, and any resulting sicknesses or injuries relating to or resulting from Covid-19 and agrees to indemnify, defend, and hold harmless, including from reasonable attorneys' fees and/or any other associated costs, Wafloy, and its predecessors, successors, assigns, officers, directors, trustees, faculty, employees, volunteers, agents, and legal representatives, from any and all actions, claims, or demands that Client and its administrators, employers, employees, agents, representatives, insurers, legal representatives, visitors, guests, heirs, beneficiaries, executors and estates of visitors and guests, and assigns, have or may have for any and all sicknesses or injuries relating to or resulting from Covid-19, Client, its employees, visitors, guests, or anyone that comes into contact with Covid-19, may suffer or sustain, regardless of cause or fault, as a result of his/her voluntary decision to utilize the Camp of Wafloy, caused by any act or omission of Wafloy and/or Client, its employees, visitors, and guests resulting from utilizing the facilities and premises of Wafloy.

**I have had sufficient opportunity to read this entire document. I have read it, understand it, and agree to be bound by its terms.**

Participant/Guest Name (Names if Same Family Unit): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Please check: Cell Landline

Emergency contact Name: \_\_\_\_\_ Relationship to Guest: \_\_\_\_\_

Emergency Contact Phone: \_\_\_\_\_ Please check: Cell Landline

Here with: Group Name: \_\_\_\_\_ Dates on Campus: \_\_\_\_\_ - \_\_\_\_\_

\*Participant/Guest Signature: \_\_\_\_\_

**\*TO BE COMPLETED IF PARTICIPANT IS A MINOR (UNDER 18)**

I, the undersigned, am the parent or legal guardian of the above-named minor. I have read and understand this Agreement in its entirety and understand that it relates to surrendering consent and release of valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Agreement. I also give my consent to the participation in the Activities of the minor.

Printed Parent/Legal Guardian Name: \_\_\_\_\_

Relationship to Guest: \_\_\_\_\_

(if not above) Contact Phone: \_\_\_\_\_ Please check: Cell Landline

Parent/Legal Guardian Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_