

By signing this Agreement and in consideration of SBC allowing the Participant to join in the Event, each of the undersigned "Participant" or, as applicable, parent or legal guardian, i.e., ("Guardian") hereby agrees and represents to Scottsdale Bible Church, an Arizona nonprofit corporation including its successors, assigns, agents, employees, pastors, staff and volunteers, and their licensees), (collectively and individually, "SBC") that:

1. These provisions apply to all Participants in SBC related Events;
2. All information provided by Participant or by Guardian to SBC in connection with this Event is hereby incorporated by reference as a material part of this Agreement;
3. SBC will allow Participant to participate in the Event ONLY on the condition precedent that Participant and/or Guardian(s) fully, honestly, completely and in good faith provided the foregoing information so that SBC may rely on it in planning and in conducting the Event and in permitting Participant to be a part of the Event;
4. The undersigned "Participant" is either the Guardian, an adult volunteer, or staff at SBC who seeks permission from SBC to travel to the Event Location defined above and to engage in Event for the dates defined above. Or, as required by the context, the undersigned Participant is signing to make a good faith spiritual and ethical promise under the legal authority of their respective Guardian;
5. This "Agreement" is legally binding as of the date of the Event; and,
6. The undersigned is acting on behalf of myself, my marital community, if any, and on behalf of my heirs and next of kin, and my legal and personal representatives, executors, administrators, successors and assigns (collectively and individually, the "Participant" or as "I"); or, if the undersigned is signing on behalf of the Participant as a parent or legal guardian, then I am acting in that stated capacity.

Audio, Visual & Social Media License and Grant of Permission: Permission and a media use license is hereby granted to SBC to use, reproduce and/or distribute Participant's appearance, image, voice and likeness, in perpetuity, in any manner, form and format of media throughout the world, now known or hereafter devised, including but not limited to quotations from evaluations and letters relating to their experiences, photographs, films, videotapes, and sound recordings of Participant, without compensation or approval rights, for use in materials promoting the SBC activities, including television and radio broadcast and internet webcast, Facebook and other social media postings. No identifying information will be used.

Personal Information Release: Personal information including name, address, email address, and phone number may be released to, and used by, SBC's pastors, staff, and volunteer teachers for personal communication with Participant, including but not limited to, birthday postcards, text messages, video chat, phone calls, etc. as part of the SBC database.

Infectious Disease Alert: SBC continues to take seriously the health and safety of all who attend SBC programs. Preventative measures, such as extra sanitation procedures, are intended to reduce the spread of COVID-19, Delta or other variant, influenza, and other infectious diseases ("Disease"); however, it is still possible that a member of Participant's family could contract an infectious Disease while participating in an SBC program. When possible, SBC volunteers and staff request Participants in our programs to sign this agreement which asks the Participants to:

- (I) acknowledge the contagious nature of these Diseases;
 - a. voluntarily assume the risk that a member of Participant's family could contract a Disease while participating in an SBC program and suffer potentially serious consequences from it;
 - b. agree that neither SBC, its staff, volunteers, or other participants can protect Participant's family from the possibility of contracting a Disease;
- (II) understand that you and Participant's family are ultimately responsible for the health and safety of Participant's family;
- (III) seek advice from a competent medical professional if you have questions about the Disease or from a legal advisor if you have legal questions about this document; and,
- (IV) represent that you are at least 18 years old and competent to give this consent on behalf of yourself, Participant's family, and the Participant if the Participant is a minor.

Medical Authorization & Consent. As a prerequisite and condition of allowing Participant to attend programming at SBC, I acknowledge that SBC will be standing "*in loco parentis*" to Participant; this is a Latin phrase meaning "in [the] place of a parent" or "instead of a parent" and refers to the legal responsibility of a person or organization to perform the functions or responsibilities of a parent. Arizona Revised Statutes § 44-133 provides that in an emergency if Participant needs immediate medical or dental attention, hospitalization, or surgery, and after exhausting reasonable efforts to contact Participant's Guardians, or my spouse to obtain medical authorization, then consent for the emergency attention may be granted by SBC as a person standing *in loco parentis* to Participant.

I understand that my own medical insurance will be the primary coverage. In some limited cases involving an accident on campus, SBC insurance might be available to cover expenses not covered by my insurance, but the SBC coverage is limited to the policy limits of the SBC "Medical Pay" portion of its general liability insurance. Except as otherwise noted below regarding Epi pens or other special noted medicine, SBC will not administer prescription medication to Participant without my consent.

I hereby authorize any team leader or chaperone, program director, program, or ministry site staff, or adult present or in charge of first aid as my agent to consent to Participants' surgical, dental, developmental, mental health and/or to obtain medical attention, transportation by ambulance, examination, x-rays, diagnoses, hospitalization, anesthesia, surgery, transfusion of blood or blood products, or medication in case of sickness or injury to Participant. SBC and its agents have my permission to make these decisions as my agent regarding health care emergencies and to provide for medical care for Participant during the Event, including access to all medical and insurance records. These powers include travel to and from the Event and remain in effect until revoked in writing with delivery to the agent and to the health providers.

Assumption of Known Risks

I acknowledge that participation in the Event inherently involves risk to the Participant (and to the Participant's parents or guardians, if the Participant is a minor), and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage, and financial damage.

In consideration for the opportunity to participate in the Event, Participant (or Guardian if the Participant is a minor) acknowledges and accepts the risks of injury associated with participation in, and transportation to and from, the Event and hereby agrees that:

1. Participation in the Event inherently involves risk to the Participant and financial risk to Participant's family;
2. I voluntarily and willingly choose to participate in this Event with all of the risks inherent to the Event;
3. I have considered these risks, made my own inquiry and investigation, and voluntarily agree to assume them;
4. I have personal, religious and evangelical objectives that I believe justify the risks associated with the Event;
5. On behalf of myself, my heirs, successors and assigns, and to allow SBC to agree to permit Participant to participate in the Event, I hereby waive and release SBC, its employees, trustees, officers and agents (collectively referred to as "SBC") and hereby freely, **knowingly and voluntarily assume these "Known Risks" associated with the Event**, which include, but are not limited to, Claims including those arising from personal and/or bodily injury illness, sickness, bodily injury, emotional injury, and financial loss, paralysis, death and property loss or damage occurring during or arising from:
 - a. Personal injury/bodily injury, sickness and disease arising from accidents occurring while traveling to and from the Event or occurring at the Event; and,
 - b. Claims arising from Participant's failure to fulfill Participant's personal responsibility to comply with the CDC guidelines, the COVID information at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>

Provided, however, that this assumption of risk applies only to the extent that my Claim exceeds SBC's collectable insurance coverage as described below.

Voluntary Agreement to Limit Claims for Negligence to The Amount of Applicable Insurance. The word "Claims" means costs, expenses, claims or damages arising from SBC's negligence, gross negligence, strict liability, derivative liability or otherwise, including injury, accident, sickness, loss or accident losses or additional expenses due to delays or changes in motor coach, train, airplane services, or other conveyance, weather, strikes, war, quarantine, or other causes.

- a. To induce SBC to permit Participant to participate in the Event, I agree to voluntarily waive all Claims for damages in excess of the amount of SBC's collectable liability insurance. All losses or expenses in excess of the amount of applicable insurance must be borne by me. Thus, if Participant is injured and intends to assert a Claim against SBC, applicable insurance will be looked to first for coverage. I will then look to my personal insurance for coverage.
- b. As a condition precedent to participation in this Event and to using SBC property, I hereby freely and voluntarily waive my rights to assert a Claim or judgment against the assets of SBC and its affiliates in excess of the collectable insurance coverage.

Indemnity For SBC. To the extent I have applicable insurance coverage, I will indemnify, protect, defend, and hold SBC, its officers, directors, employees, agents, and affiliates harmless for, from and against all costs, Claims, and charges arising from this Agreement or from the Event whether caused by them or otherwise. My indemnity obligation only applies to the extent our losses exceed, or are not covered by, SBC's applicable general liability insurance and includes, but is not limited to, Claims arising from improper or inadequate medical treatment authorization.

Mandatory Mediation/Arbitration of All Claims. The parties to this agreement are Christians seeking to live by Christian dispute resolution principles and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the parties agree that all Claims, controversies or disputes (collectively or individually, a "Dispute") arising from the interpretation or enforcement of this Agreement or the relationships created hereby or from the Event (whether arising in tort, contract, by statute or otherwise) shall be settled by Biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker Ministries. (The complete text of the Rules is available at www.HisPeace.org). Prior to filing litigation or arbitration, however, the parties agree to participate in not less than four hours of mediation. The parties shall bear their own attorneys' fees and costs in these matters but shall share equally the cost of mediation and arbitration. These methods (and not civil litigation) are the sole forum for resolving Disputes. SBC and Participant expressly waive their right to file a lawsuit in civil court against one another to resolve a Dispute, except to enforce an arbitration decision. The sole and exclusive venue for Dispute resolution under this Agreement shall be in Phoenix, Arizona. All Parties consent to jurisdiction in that venue for purposes of resolving disputes between them. The Arbitrator, however, may not award punitive, special, speculative or consequential damages.

Code of Conduct.

I respect the beliefs of SBC as taught at the Event. I will do nothing by word or act that will disparage, diminish, ridicule, or detract from SBC's reputation or its beliefs. Violation of the provisions of this Agreement may result in immediate dismissal without refund in the sole and absolute discretion of SBC Administration or Event staff. Participant shall abide by the guidelines issued by SBC or other Event staff, including but not limited to:

1. Refraining from vaping, from using nicotine, tobacco, alcohol, from ingesting or sniffing intoxicants or illegally obtained drugs or prescription drugs which may impair the ability to safely participate in the Event.
2. No pets, except for service or comfort animals approved in writing by a medical professional as a necessity for participating in this Event;
3. No trespassing on private property;
4. No possession or use of weapons, knives, firearm, or fireworks;
5. No fighting, bullying, intimidation, shaming or other behavior considered unbecoming to Christians in the opinion of the Event staff.