

CHI-ALPHA CHRISTIAN FELLOWSHIP

SICM CONFERENCE WAIVER AND RELEASE AGREEMENT

In consideration of CHI ALPHA CHRISTIAN FELLOWSHIP AT UNIVERSITY OF VIRGINIA, INC., a Virginia Non-Profit Corporation, CHI ALPHA CHRISTIAN FELLOWSHIP AT UVA, CHI ALPHA CHRISTIAN FELLOWSHIP AT PVCC and NATIONAL CHI ALPHA (jointly, “Chi Alpha”), permitting the undersigned “Participant” to participate in Chi Alpha’s SICM Conference, Participant, if an adult, or Participant’s parent(s) or guardian, if Participant is under 18 years of age, acknowledges and agrees to the following terms and conditions contained within this SICM Conference Waiver and Release Agreement (the “Agreement”) effective as of the date latest appearing in the signature block (the “Effective Date”).

1. **SICM Conference.** I understand that this event may include activities such as travel, lodging, beach and ocean activities, group meetings, recreational activities, and other related events.
2. **Understandings, Representations, and Warranties.** By signing this Agreement, the Participant understands, represents, and warrants to Chi Alpha the following, as of the Effective Date and at all time during participation in the SICM Conference:
  - a. Participant is responsible for having their own medical insurance coverage and for any medical expenses incurred during participation in the SICM Conference. In the event of illness or injury during the SICM Conference, Participant authorizes the SICM Conference leadership to obtain necessary medical treatment for me and agrees to be financially responsible for any costs incurred.
  - b. Participant is physically able to participate in the activities associated with the SICM Conference including, but not limited to, recreation activities, walking, driving, being in loud places. If Participant is physically unable to participate in a particular activity, Participant will use good judgment in refraining from participation and inform SICM Conference leadership of Participant’s whereabouts.
  - c. Participant is responsible for my personal belongings and that Chi Alpha is not responsible for lost, stolen, or damaged property.
  - d. Participation in the SICM Conference involves inherent risks, including but not limited to accidents, personal injury, illness, exposure to COVID-19 or other communicable diseases, property loss or damage, or death.
  - e. At all times while participating in the SICM Conference, Participant will follow the instructions of all Chi Alpha leaders, posted rules, guidelines, and regulations to safely and lawfully participate in the Conference
  - f. Participant has the full right, power, and authority to enter into this Agreement, and that by entering into this Agreement, Participant has not violated any applicable

laws or contractual obligations concerning Participant existing as of the Effective Date.

- g.** The Agreement is legal, valid, and enforceable against Participant in accordance with its terms and conditions.
- h.** Participant understands that Chi Alpha is relying on Participant's representations and warranties and the enforceability of the terms of this Agreement in exchange for permitting Participant to participate in the SICM Conference.

3. **Assumption of the Risk.** Participant shall voluntarily assume any and all risk of injury to property or self, illness, or death involving Participant's participation, directly or indirectly, in the SICM Conference, from any cause whatsoever, including but not limited to, those risks described under this Agreement, except that which is caused by the Chi Alpha's gross negligence or willful misconduct and such failure has persisted for an unreasonable period of time. Participant further agrees and acknowledges that Participant's participation in the SICM Conference is at the Participant's sole risk.

4. **Release of Liability and Hold Harmless.** In consideration for being allowed to participate in SICM, I hereby release, waive, and discharge **Chi Alpha**, its pastors, directors, staff, campus ministers, employees, volunteers, student leaders, drivers, agents, representatives, successors, assigns, and affiliated organizations, jointly and severally, ("Chi Alpha Parties") from and against any and all claims, demands, damages, costs, expenses, penalties, judgments, including reasonable attorneys' fees, or causes of action arising out of or related to any injury, illness, loss, or damage that may occur as a result of my participation, whether caused by negligence or otherwise, in regard to the Participant's participation in the SICM Conference (or any other matter relating to this Agreement) and **to the fullest extent permitted by the laws of the Commonwealth of Virginia.**

Participant further agrees to indemnify, defend, and hold harmless any and all of the Chi Alpha Parties from and against any and all Claims that may arise, directly or indirectly, and in connection with any of the following: (i) any breach or violation of any term, warranty, covenant, or agreement made by Participant under this Agreement; (ii) the Participant's participation in the SICM Conference.

Having read this Agreement, Participant is fully aware of the risks and hazards associated with participation in the SICM Conference, and Participant hereby elects to voluntarily participate in the SICM Conference and assume all such risks as provided under this Agreement.

5. **Photo / Media Release.** Participant grants permission to **Chi Alpha** to photograph and/or record video or audio of participant during SICM Conference and to use these images or

recordings for ministry purposes, including but not limited to promotional materials, social media, websites, and print publications. Participant understands that these images may be used without further notice or compensation.

6. **Parental Consent.** If the Participant is a minor between 12–17 years of age, or younger in Chi Alpha’s sole discretion, the Parent certifies by signing this Agreement that Parent is the parent or legal guardian of the minor Participant and have legal authority to consent to participation in Chi Alpha’s SICM Conference and sign the Acknowledgment below on the Participant’s behalf.

Emergency Contact Information:

Primary Parent/Guardian: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

Medical Information:

Known allergies: \_\_\_\_\_

Medical conditions: \_\_\_\_\_

Current medications: \_\_\_\_\_

Physician name/phone: \_\_\_\_\_

Special Considerations/Restrictions: \_\_\_\_\_

7. **General Provisions.** Participant acknowledges and agree to the following provisions: (1) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect. (2) Governing Law. This Agreement shall be governed by the laws of Virginia and venue shall lie exclusively in the City of Charlottesville, Virginia. (3) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements. This Agreement may be modified only in a writing signed by all Parties. (4) Electronic Signatures; Counterparts. Electronic signatures or acceptance via digital platforms shall be treated as originals for purposes of enforceability. This Agreement may be signed in multiple counterparts, including electronically, each of which is deemed an original and together form one agreement.

**8. Christian Dispute Resolution.** In the highly unlikely event that the Parties are ever unable to resolve a dispute among them, I agree that I will join with MBC and the Coach in an attempt to resolve the dispute without litigation, according to the following principles and conditions: *Coaching is offered as part of MBC's ministry, and MBC believes that the Bible commands the Church and its participants 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, any claim or dispute arising from or related to this Agreement 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, (complete text of the Rules is available at <https://www.aorhope.org/icc-rules>). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.*

**Minor Participant—Two Adult Signatures Requirement:** If the Participant is a minor under 18 years of age and has more than one parent or guardian, I understand and agree that this Agreement shall not go into effect until the date on which the second parent or guardian has signed this Agreement below:

Parent/Guardian of Minor Participant

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent/Guardian of Minor Participant

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Minor Participant (if under 18 years of age, or younger)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_