



2008 SBCV Studentz Camp

Church Waiver/Release Form

AGREEMENT TO WAIVE, RELEASE, INDEMNIFY AND HOLD HARMLESS SOUTHERN BAPTIST CONSERVATIVES OF VIRGINIA FOR ANY LIABILITY CAUSED BY ANY COUNSELOR OR CAMPER SENT BY CHURCH TO CAMP

WHEREAS, _____ CHURCH (hereinafter Church) represents and warrants that it has conducted adequate background applications, checks and training on all youth workers and counselors that it sends to accompany the children and youth the Church sends to Southern Baptist Conservatives of Virginia (hereinafter SBCV) camps and programs; and,

WHEREAS, said CHURCH represents and warrants that it has adequate child protection and general liability insurance to cover all accidents and incidents and has had each parent and guardian of every child, as well as all chaperones and counselors, sign a waiver and release of all liability against Southern Baptist Conservatives of Virginia which includes a Christian Conciliation provision to resolve any and all disputes according to Biblical principles as outlined at www.hispeace.org;

NOW, THEREFORE, IN CONSIDERATION of the above promises and warranties, said church and its proposed attendees are permitted to participate at said camp and in said program under the following conditions:

1. Waiver and Release: In consideration for the obligations of both parties set forth in this Agreement, the Church, solely and on behalf of each of its respective officers, directors, employees, members and assigns, hereby fully and forever waive and release SBCV and its respective agencies, officers, directors, employees, agents, parent and subsidiary corporations, predecessor and successor corporations and assigns, of and from any claim, duty, obligation or cause of action relating to any matters of any kind, whether presently known or unknown, suspected or unsuspected, that any of them may possess arising from any omissions, acts or facts that have occurred or will occur in relation to SBCV camp or program.

2. Indemnity and Hold Harmless. Church hereby agrees to defend, pay, indemnify and save free and harmless Southern Baptist Conservatives of Virginia, its agencies, employees and agents from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorneys' fees, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of or from or on account of any occurrence in, upon, at or from the Camp or occasioned wholly or in part through the use and occupancy of the Camp or any improvements therein or appurtenances thereto, or by any act or omission of Church or SBCV, any agency or program of SBCV, or their respective employees, agents, contractors or invitees in, upon, at or from the Camp from the time they leave said church to attend camp until they return to said church from Camp.

Continued...

3. Christian Mediation and Arbitration: The Church and SBCV (hereinafter Parties) shall attempt to settle all disputes arising in connection with this Waiver, Release and Indemnification through good faith consultation. In the event no agreement can be reached on such dispute within fifteen (15) days after notification in writing by either Party to the other concerning such dispute, the dispute shall be settled by binding arbitration to be conducted in Loudoun County, Virginia by an arbitrator with the Institute for Christian Conciliation (“ICC”)(ICC Rules of Procedure may be located at www.hispeace.org) to be mutually agreed upon, or if no agreement then by a judge or arbitrator selected and appointed by the ICC under ICC rules. The arbitration decision shall be final, conclusive and binding on both Parties and any arbitration award or decision may be entered in any court having jurisdiction. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the arbitration award. The Parties further agree that the prevailing Party in any such proceeding shall be awarded reasonable attorneys' fees and costs.

4. Voluntary Execution of Agreement: This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Church with the full intent of releasing all claims by the Church and its camp participants and indemnifying SBCV for any such claims by third parties. The Parties acknowledge that:

- (a) Each has read this Agreement; and
- (b) Each have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or have voluntarily declined to seek such counsel; and
- (c) Each understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) Each is fully aware of the legal and binding effect of this Release, Waiver, Indemnification and Hold Harmless Agreement.

5. No Oral Modification: This Agreement may only be amended in writing and signed by the parties.

6. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions.

7. Counterparts: This Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned party.

8. Authority: The Church represents and warrants that the undersigned has the authority to act on behalf of the Church and to bind the Church and all who may claim through it to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS Agreement on the respective dates set forth....

_____	_____
SBCV CHURCH	SOUTHERN BAPTIST CONSERVATIVES OF VIRGINIA
_____ Title	_____ Title
_____ Date	_____ Date