

CONGREGATIONAL SUMMER ASSEMBLY

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION POLICY

FEBRUARY, 2025

In consideration of the opportunity to participate in the Congregational Summer Assembly (“CSA”) activities, including but not limited to CSA lessons, meetings, events and use of CSA facilities and equipment (the “Program”), the participant and the participant’s family members and guests (the “Participants”) agree to be subject to this Assumption of Risk, Release of Liability and Indemnification Policy (the “Policy”).

- 1. Release of Liability:** The CSA Program is voluntary, is subject to certain inherent risks that cannot be avoided even with the exercise of reasonable care, and subjects Participants to the possibility of physical injury and loss of or damage to property (collectively, Risks). Accordingly:
 - a. Participants agree to release and hold harmless the CSA, its officer, directors, employees, agents, volunteers, and contractors (collectively, “Releasees”) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from participating in the Program. ,
 - b. Physical exertion may be involved in the Program and Participants attest and certify that they are physically fit to participate safely, and have not been advised otherwise by a health care professional.
 - c. As between each of the Releasees and the Participants, the Participants will be solely responsible for any and all medical and related bills that the Participants may incur because of any injury, as well as costs related to loss or damage to property, that the Participants may sustain as a result of their participation in the Program, including those sustained on the premises where the Program is conducted and while traveling to and from such premises, regardless of the location or mode of transportation.
 - d. This Agreement shall be binding on the Participants as well as the Participants’ estates, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on the Participants’ behalf or on behalf of the Participants or estates.
- 2. Insurance:** The Participants are solely responsible for any medical, health, or personal injury costs relating to the Program, its facilities, and equipment. The Participants are strongly encouraged to have a medical examination and purchase health insurance prior to any and all participation in the Program or use of CSA facilities and equipment.
- 3. Indemnification:** The Participant will indemnify Releasees from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys’

fees, arising or resulting from the Participants' involvement in the Program, and to reimburse them for any such expense incurred.

4. General Provisions:

- a. **Jurisdiction:** This Policy shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and any action or proceeding concerning any Claim or the meaning or effect of any provision of the Policy shall be conducted only in a court of competent jurisdiction in Benzie County, Michigan, and that for such purposes, the Participants expressly submit to the jurisdiction of such courts.
- b. **Modifications.** This Policy contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Policy shall be effective unless made in writing and signed by the party to be charged.
- c. **Severability.** The Participants hereby expressly agree that if any portion of this Policy is held invalid, the balance of the Policy shall nonetheless continue in full legal force and effect.

ACKNOWLEDGMENT OF UNDERSTANDING: the Participants have read this Policy and fully understand its terms, and understand that they are giving up substantial rights, including their right to sue. The Participants acknowledge that this Policy is a complete and unconditional release of all liability to the greatest extent allowed by law.