

## EVENTS AND ACTIVITIES PARTICIPATION AGREEMENT

WHEREAS, Crossroads Fellowship Church a North Carolina non-profit corporation (herein “*Church*”), whose principal mission is to improve the corporal and spiritual welfare of its members and its community through acts of charity consistent with the *Church*’s Constitution (as applicable), Bylaws, statement of faith or theology, Articles of Incorporation, or other such documents as may be approved, ratified, amended, or adopted by the *Church* (herein “*Governing Documents*”); and

WHEREAS, to pursue its principal mission, the *Church* does from time-to-time host, sponsor, organize, or collaborate in events or activities intended to improve the corporal or spiritual welfare of its members or its community for their specific benefit (herein “*Events and Activities*”), and not for the *Church*’s own benefit and any benefits accrued by the *Church* because of the *Events and Activities* are purely incidental; and

WHEREAS, the individual named below (herein “*Participant*” or “*I*”), desires to participate in the *Events and Activities*, including, but not limited to, *the activities associated with this registration form*, and in consideration for being permitted by the *Church* to participate in the *Events and Activities*, *Participant* hereby agrees to all the terms and conditions set forth in this Participation Agreement (herein “*this Agreement*”), which shall be effective on the date of the *Participant*’s execution.

THEREFORE, on the basis of the foregoing recitals, *I, Participant* agree as follows:

1. *I* have fully informed myself of all the details concerning the *Events and Activities* that *I* wish to attend through an independent inquiry that has fully satisfied me. *I* agree that *I*, and *I* alone, am in the best position to know my physical, mental, and emotional abilities and limitations and *I* represent and warrant to the *Church* that *I* have determined that *I* have the necessary abilities, skills, and knowledge to participate in any *Events and Activities* in which *I* participate and that *I* will exercise reasonable care and due diligence during my participation within any *Events and Activities*. *I* am aware and understand that the *Events and Activities* in which *I* participate may include elements of danger, anxiety, or stress and could involve risk of serious property damage, personal injury, death. ***I acknowledge that I am voluntarily participating in all Events and Activities with sufficient knowledge and warning of the danger involved and hereby agree to accept and assume any and all risks of personal injury, illness, disability, death, or property damage, whether caused by the acts or omissions of the Church, or its affiliates, or their respective representatives, officers, directors, members, deacons, elders, staff, supervisors, employees, consultants, advisors, volunteers or agents, or any persons acting by, through, under, or in concert with any of them (herein, “Church Representatives”).***

2. Without limiting Paragraph 1, *I* am aware and understand that the 2019 novel coronavirus disease (COVID-19) has been declared a worldwide pandemic by the World Health Organization and has been reported to be extremely contagious. *I* am further aware that other communicable diseases are also on the rise and that they may be extremely contagious and life threatening. COVID-19 and these other communicable diseases (hereinafter “*Disease*” or “*Diseases*”) can cause serious and potentially life-threatening illness or death. *I* am aware of the highly contagious nature of the *Diseases*, and the risk that the *I* or those under my guardianship or custodianship or control (hereinafter “*Family Members*”) may be exposed to or contract the *Diseases* by participating in the *Events and Activities*. *I* understand and acknowledge that such exposure to or infection from the *Disease* may result in serious illness, personal injury, permanent disability, death, or property damage and *I* further acknowledge that this risk may result from or be compounded by the acts or omissions of others, including the *Church*, its affiliates, or *Church Representatives*. *I* understand that while the *Church* may have implemented preventative measures to reduce the spread of the *Diseases*, the *Church* cannot guarantee that *I* or my *Family Members* will not become infected with the *Diseases* while participating in the *Events and Activities*, and that participating in the *Events and Activities* may increase the risk of contracting the *Disease* for myself or my *Family Members*. ***Notwithstanding the risks associated with the Diseases, I acknowledge that I and my Family Members are voluntarily participating in the Events and Activities with knowledge of the danger involved. I, on my behalf and on behalf of my Family Members, hereby agree to accept and assume all risks of personal injury, illness, disability, death, or property damage related to the Diseases, arising from my participation or my Family Members’ participation in the Events and Activities, whether caused by the acts or omissions of the Church, a Church Representative, or otherwise.***

3. *I*, on my own behalf and on behalf of my *Family Members*, hereby expressly waive and knowingly and voluntarily release, acquit, remise and forever discharge the *Church* and *Church Representatives* as well as their respective affiliates, insurers, attorneys, agents, officers, managers, members, successors, and assigns (hereinafter collectively, “*Releasees*”), from any and all past, present or future claims, charges, complaints, grievances, damages, obligations, costs, loss of income, attorneys’ fees, demands, actions, causes of action for injuries, expenses, pain and suffering, property damages, or causes of action of any kind whatsoever, at law or equity, contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, actual or potential, that the *I* or any of my *Family Members* may have, or claim to have, now or hereafter arising or existing, against any of the *Releasees*, on account of injury, *Disease*, disability, death, or property damage arising out of or attributable to the my participation or my *Family Members*’ participation in the *Events and Activities*, including, without limitation, being exposed to or contracting the *Diseases*, whether arising out of the acts or omissions of any of the *Releasees*. *I*, on my own behalf and on behalf of my *Family Members*, covenant not to make or bring any such claim against the *Releasees*, and forever release and discharge the *Releasees* from liability under such claims.

4. I and my *Family Members* will comply with all lawful instructions, orders, directives, signs, postings, and guidelines of the *Releasees* (as well as any third party hosting an event (if applicable)) related to the *Events and Activities* while participating in the *Events and Activities*, including, without limitation, requirements related to hand sanitation, social distancing, and use of personal protective equipment. I also agree that neither I nor any of my *Family Members* will participate in the *Events and Activities* if (1) I or my *Family Members* experience or present symptoms of *Disease*, including, but not limited to, symptoms as cough, fever, fatigue, aches, loss of taste or smell, sore throat, shortness of breath, vomiting or diarrhea, (2) have a confirmed or suspected case of *Disease*, or (3) am subject to a quarantine or isolation protocol as currently defined at the time by the local, state, or national health authority.

5. During my participation or my *Family Member's* participation in the *Events or Activities*, I understand that circumstances may require the rendering of emergency or urgent medical care for myself or my *Family Members*. I consent to receive any or all medical treatment deemed necessary if I or my *Family Members* are injured or require emergency or urgent medical attention during my participation or my *Family Members' participation* in the *Events and Activities*. On my behalf and on my *Family Member's* behalf, I agree that all emergency or urgent care provided to me, or my *Family Members* meet the requirements of are made with my informed consent and constitute charitable emergency care for purposes of any applicable good Samaritan statute and that *Releasees* shall not be liable for any acts or omissions arising in the provision of such care. I understand and agree that the *Releasees* are not responsible for any costs related to the provision of such emergency or urgent medical treatment or any related medical transportation that I or my *Family Members* may receive as a result of my participation or my *Family Member's* participation in the *Events and Activities*. I hereby release, forever discharge, and hold harmless the *Releasees* from any claim based on treatment or other medical services described within this paragraph that I or my *Family Members* receive. In the event that the *Church* or any *Church Representative* pays for any such services, the *Participant*, on behalf of the *Participant* and the *Participant's Family Members*, hereby irrevocably assigns to the *Church* or *Church Representative* all rights, title and interest in any corresponding compensation, reimbursement or payment received or to be received by the *Participant* or the *Participant's Family Members* from any insurance company or other third party.

6. I understand while participating in the *Events and Activities*, I may be photographed or recorded through audio, visual, or audiovisual devices. I authorize *Releasees* to use my name, image, voice, or likeness in materials as well as the name, image, voice, or likeness of my *Family Members*, whether internal or external facing, for reporting or promotional purposes (in the *Church's* sole discretion). I acknowledge and understand the difficulty associated with locating and removing all uses of images, names, voices, or likenesses in materials and, to that end, I consent to *Releasees'* use of this name, image, voice, or likeness in perpetuity.

7. I shall defend, indemnify, and hold harmless *Releasees* against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, attorneys' fees, whether direct or ancillary, and any fees or costs incurred because of *Releasees* enforcing any right to indemnification or defense under *this Agreement* and the cost of pursuing any insurance providers, incurred by or awarded against the *Releasees*, arising out or resulting from any claim of a third-party related to the my participation or my *Family Members' participation* in the *Events and Activities*, including, without limitation, any such claim related to the *Diseases* or any other *Illness*.

8. I acknowledge that *this Agreement* is binding, and I agreed to *this Agreement* freely and voluntarily without any inducement, assurance, or guarantee, other than those provided within the explicit terms of *this Agreement*. I further acknowledge that I have reviewed the terms of *this Agreement* and have consulted with independent legal counsel or had a meaningful opportunity to consult with independent legal counsel before executing *this Agreement*. I further acknowledge my intent that *this Agreement* be a complete and unconditional release of all liability to the greatest extent allowed by law to the benefit of the *Releasees*. I, on my own behalf and on behalf of my *Family Members*, fully understand that I am hereby assuming all risks and waiving any legal claim that I or any of my *Family Members* may have against any *Releasee* associated with the *Events and Activities*, and that all *Releasees* are hereby released from all liability, known or unknown, related to or arising out of the my participation or my *Family Member's* participation in the *Events and Activities*.

9. I, on behalf of myself and my *Family Members*, agree that any of the *Releasees* may plead *this Agreement* as a complete bar in defense of any action brought against any of the *Releasees* by or on behalf of myself or *Family Members*. I expressly agree, intend, and understand that *this Agreement* is to be a complete accord and satisfaction of any and all claims that I or any of my *Family Members* may have against any of the *Releasees* arising out of or related to, whether directly or indirectly, the *Events and Activities*.

10. *This Agreement* constitutes the sole and entire *Agreement* between the *Church* and I with respect to the specific subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter (provided, however, that the *Church* shall enjoy the additional protection of any other document between myself and the *Church*, including, without limitation, any terms/conditions existing related to membership or volunteerism with the *Church*). If a court or tribunal of competent authority and jurisdiction shall conclude that any term or provision of *this Agreement* is invalid, illegal, or unenforceable, the invalidity, illegality, or unenforceability of that term or provision shall not affect the enforceability of any term or provision of *this Agreement*. Moreover, if a term or provisions of *this Agreement* shall be held invalid, illegal, or unenforceable by a court or tribunal of competent authority and jurisdiction, such a holding shall not cause the terms or provisions to be necessarily invalid, illegal, or unenforceable within another jurisdiction where such terms or provisions are otherwise enforceable.

11. *This Agreement* is binding on and shall inure to the benefit of the *Church* and the *Participant* and their respective successors and assigns. Signatures and affirmation via electronic registration, click through terms and conditions, DocuSign or other similar program shall be fully enforceable and deemed binding upon the *Participant*.

12. All issues or disputes arising out of or relating to *this Agreement* shall be governed by and construed in accordance with the laws of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of North Carolina or any other jurisdiction). The *Church* and *I* further agree that the terms of *this Agreement* shall not be construed against the *Church* but shall be construed against *Participant*.

13. *I* agree that all issues or disputes that *I* may have that relate or arise from *this Agreement* shall be resolved through the alternative dispute resolutions provided within this paragraph:

(a) If *I* have an issue or dispute with any of the *Releasees* which arises out or relates to *this Agreement*, *I* will report the issue or dispute in a signed writing that is submitted to an officer of the *Church*, electronically at [mbrady@crossroads.org](mailto:mbrady@crossroads.org) or by US mail at 2721 E. Millbrook Rd, Raleigh, NC 27615. The officer of the *Church* shall have sixty days from receipt of my notice to resolve any issue or dispute raised within my writing. *I* agree to cooperate with the *Church's* officer, the *Church*, or an appointed *Church Representative* and to make a good faith effort to resolve any dispute or conflict within 60 days from the officer's receipt of my notice.

(b) If the issue or dispute is not resolved by the *Church's* officer to my satisfaction within 60 days, *I* agree that my only next course of action shall be to escalate the issue in a reasonable fashion through the appropriate committee, board, or person in whom the ultimate authority of the *Church's* governance is vested (hereinafter "*Governing Authority*"), and that such escalation shall be in writing and shall include a description of the underlying issue or dispute and an explanation of why the *Church's* officer was unable to resolve the issue or dispute to my satisfaction. Such notice shall be submitted electronically at [mbrady@crossroads.org](mailto:mbrady@crossroads.org) or by US mail at 2721 E. Millbrook Rd, Raleigh, NC 27615. *I* understand that the *Governing Authority* may or may not, in its sole discretion, investigate, formally or informally, consistent with the *Governing Documents*, my issue or dispute and *I* agree to cooperate with the *Governing Authority*, the *Church*, or an appointed *Church Representative* and to make a good faith effort to resolve any dispute or conflict before *I* take any further action related to my issue or dispute. *I* agree that the *Governing Authority* shall have 90 days from its receipt of my written complaint to resolve my issue or dispute to my satisfaction.

(c) *I* agree that if *I* am unable to resolve any issue or dispute arising out of or relating to *this Agreement* by reporting this matter to a *Church* officer or the *Governing Authority*, that all issues or disputes shall be settled through Biblically-based dispute resolution mechanisms, or Biblically-based meditation 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 [icpeace.com/rules](http://icpeace.com/rules) or by contacting ICC PEACE at [info@icpeace.com](mailto:info@icpeace.com) or calling 844-707-3233). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

(d) *I* understand that the foregoing methods of alternative dispute resolution, described in Paragraphs 13(a)-13(c) of *this Agreement*, shall be the sole remedy for any issue or dispute arising out of or related to *this Agreement* and **expressly waive the right to file a lawsuit** in any court or tribunal against any of the *Releasees*, except to enforce an arbitration decision.

(e) All aspects of the mediation or arbitration proceeding, including, but not limited to, the award of the arbitrator and compliance therewith, shall be strictly confidential. Subject to the foregoing, any authorized legal action related to *this Agreement* shall be exclusively brought in a state or federal court sitting in and for Wake County, North Carolina and *I* hereby submit to the exclusive personal and subject matter jurisdiction of such courts for such actions.

14. *This Agreement* may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. PDF, click through, or electronic signature pages shall serve as original, effective signature pages.