



## **RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT**

### **ACTIVITIES AND ASSOCIATED RISKS:**

I have chosen to participate in the guided low ropes course (the "Activities") at the Pallottine Retreat and Conference Center (the "PRC") which is operated by Pallottine Renewal Center, Inc., a Missouri nonprofit corporation.

I understand that:

- The Activities are comprised of challenging outdoors skills activities which are intended to invigorate and renew participants, foster character development, build communication and conflict-management skills, develop team collaboration and enhance essential leadership skills.
- By my engagement in the Activities I may be exposed to inherent dangers and hazards, including but not limited to one or more of the following: falls, fractures, concussions, dangerous or unanticipated weather, overexertion, overheating, injuries from lack of fitness or conditioning, aggressive wildlife, venomous or disease-carrying animals or insects, allergens which could cause life-threatening reactions, equipment failures, negligence of others and while unlikely, as a result of the occurrence of one or more of the foregoing, death;
- As a consequence of these risks and other risks associated with the Activities that may not be listed here, I may be seriously ill, hurt, disabled or may die from the resulting injuries, and/or my property may also be damaged; and
- The PRC assumes no responsibility for providing medical care during the Activities, and I will have to pay for any medical care and/or evacuation that I incur.

In consideration of the permission to participate in the Activities, I agree to the terms contained in this document.

**ASSUMPTION OF THE RISKS:** I hereby freely assume the inherent risks as well as any other risks not listed that are part of these Activities, and any harm, injury, illness, or loss that may occur to me or my property as a result of my participation in the Activities, including any injury, illness, or loss caused by the negligence of the PRC, its employees, agents, board members, officers, independent contractors, and other Activities participants.

**RELEASE OF LIABILITY:** I hereby RELEASE the PRC, its employees, agents, board members, officers, and independent contractors (the "Released Parties"), FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, illness, death, loss or harm that occur to me or to any other person or to any property during the Activities or in any way related to the Activities. This RELEASE includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This RELEASE does not extend to claims that Missouri law does not permit to be released by Agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occur during the Activities or are related in any way to the Activities.

**INDEMNIFICATION HOLD HARMLESS AND DEFENSE:** I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this Agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the Activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees, that they incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this Agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them.

**AGREEMENT TO FOLLOW DIRECTIONS:** I agree to follow the rules for the Activities provided to me and to follow directions given to me by the leaders of the Activities.

**INDEPENDENT CONTRACTORS:** I acknowledge that the PRC has no control over and assumes no responsibility for the actions of any independent contractors providing any services for the Activities.

**USE OF MY LIKENESS:** I understand that during the Activities I may be photographed or videotaped. To the fullest extent allowed by law, I waive all rights of publicity or privacy or pre-approval that I have for any such likeness of me or use of my name in connection with such likeness, and I grant to the PRC and its assigns permission to copyright, use, and publish (including by electronic means) such likeness of me, whether in whole or part, in any form, without restrictions, and for any purpose.

**SEVERABILITY:** I agree that the purpose of this Agreement is that it shall be an enforceable RELEASE OF LIABILITY AND INDEMNITY as broad and inclusive as is permitted by Missouri law. I agree that if any portion or provision of this Agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the Agreement.

**APPLICABLE LAW AND FORUM:** This Agreement shall be construed in accordance with the laws of the state of Missouri, without any reference to its choice of law rules. I agree that any dispute arising from this Agreement or in any way associated with the Activities shall be brought only in the state or federal court located in St. Louis County, Missouri, and I agree to the jurisdiction and venue of those courts for any such dispute.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT. NO ORAL REPRESENTATIONS, STATEMENTS, OR OTHER INDUCEMENTS TO SIGN THIS RELEASE, INDEMNIFICATION AND HOLD HARMLESS HAVE BEEN MADE APART FROM WHAT IS CONTAINED IN THIS DOCUMENT. I UNDERSTAND THIS IS A CONTRACT THAT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Signature of Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

**If participant is a minor, signature of parent or responsible adult is required below:**

In consideration of the minor child being permitted to participate in the Activities, I accept and agree to the full contents of this Agreement. I certify that I have the authority to sign on behalf of the minor child and to make decisions for the minor child regarding these Activities. I also agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND the Released Parties** (defined in Section 3) **from all liabilities and claims that arise in any way from any injury, illness, death, loss or harm that occurs to the minor child** during the Activities or in any way related to the Activities. This includes any claim of the minor and any claim arising from the negligence of the Released Parties. I understand that nothing in this Agreement is intended to release claims for liabilities that Missouri law does not permit to be excluded by Agreement.

Parent/Responsible Adult Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

(relationship): \_\_\_\_\_ Date: \_\_\_\_\_