

# ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY:

1. **ASSUMPTION OF THE RISK.** The undersigned assumes all risks which are foreseeable and involved with or may arise out of his or her voluntary participation in a private retreat, including, but not limited to, the negligent and or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises, a defect in the vehicles used for transport, or the unavailability of emergency care. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of Mount Saint Francis.
2. **RELEASE.** The undersigned releases Mount Saint Francis and all of its officers, trustees, employees and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in a private retreat, including, but not limited to, those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.
3. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.
4. **INDEMNITY AND DEFEND.** The undersigned agrees to indemnify and defend Mount Saint Francis, and all of its officers, trustees, employees and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, injury or death that may result to the undersigned, the undersigned's child, or anyone else.
5. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
6. **INSURANCE.** The undersigned understands that Mount Saint Francis does not carry insurance to cover any possible losses the undersigned may incur as a result of his or her voluntary participation in a private retreat. The undersigned is encouraged to have a medical physical exam and purchase health insurance prior to any and all participation.
7. **MEDICAL CARE:** I understand and agree that Mount Saint Francis may not be able to provide medical personnel at all athletic events. I hereby give my consent to have an athletic trainer, a fellow participant, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel to provide me (or my child) with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I also agree to save and hold harmless and indemnify Mount Saint Francis from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon Mount Saint Francis because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the released parties.
8. The protections provided by this Assumption of Risk, Waiver, and Release from liability only enhance those protections already provided by the laws of Indiana.
9. **ACKNOWLEDGEMENT.** THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY.

**PRINTED NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_