

# **ROSARYVILLE RETREAT CENTER**

## **THIS IS A WAIVER AND RELEASE OF LIABILITY – PLEASE READ BEFORE SIGNING**

In consideration of being allowed the use of Rosaryville's facilities, I, \_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that:

\_\_\_\_ There is the risk of injury related to the use of these facilities and appliances, including the potential for permanent paralysis and death, and while particular skills, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,

\_\_\_\_ I KNOWINGLY AND INTELLIGENTLY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

\_\_\_\_ I willingly agree to comply with the stated and customary terms and conditions for use of the kitchen and its appliances; and,

\_\_\_\_ I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS Smith & Tate Investments, L.L.C. d/b/a Rosaryville Retreat Center, its employees, agents, assigns and/or volunteers and guests WITH RESPECT TO ANY AND ALL LIABILITY, INJURY, DISABILITY OR DEATH, or loss or damage to person or property associated with my presence and/or use of the canoes, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date(s) of use \_\_\_\_\_

Name of guest/volunteer \_\_\_\_\_

I agree to all of the above statements

Signature of volunteer/guest \_\_\_\_\_