

Black Rock Retreat Waiver, Release, and Indemnification Agreement

1. **ASSUMPTION OF RISK.** I expressly understand and agree that I am personally responsible for my safety and actions while using the facilities and premises and participating in the programs at Black Rock Retreat (the "Activity"). Black Rock Retreat is located in a wooded area with rustic/ unpaved paths and trails. Subsequently, there are inherent risks associated with moving about the property including but not limited to potential of leaves, stones, and sticks on wet or dry pathways. I agree to wear proper footwear and apparel for the conditions and be careful during my stay. The Activity include, but are not limited to, swimming, playing basketball, canoeing, soccer, hiking, backpacking, zip lining, dodge ball, archery, fishing, rock climbing, ropes courses, climbing wall, riding mountain bikes, campfire activities, softball, kick ball, volleyball, strenuous competition games, and other outdoor and recreational activities.

On behalf of myself and as a parent and/or legal guardian of minors participating in any Activity (the "Minor"), I acknowledge that the Activity involves inherent risk associated with the Activity including the unpredictable forces of nature; rugged and sometimes unstable terrain; a remote environment that may cause significant delays in obtaining emergency medical care, falls, breaks, and sprains; contact with harmful plants and animals; vehicle collisions and accidents; drowning and near drowning; errors in judgment and conduct, including negligence, of staff, coparticipants, and others; the failure of gear and equipment; and participants such as yourself face the risk of injury such as physical and/or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, death, or economic loss, not excluding psychological damage or fatality due to accidents which occur from participating in such activities. You acknowledge that these Activities have inherent and unpredictable dangers that no amount of care, caution, instruction, or expertise can eliminate, but without undertaking these risks, the Black Rock Retreat experience would lose its value and appeal.

I agree to comply with all Black Rock Retreat policies and rules, including but not limited to all Black Rock Retreat policies, guidelines, signage, and instructions. I further understand that I am responsible for evaluating the risks that Minor or I may face. I understand that I am responsible for evaluating the risks Minor or I face by using the facilities and premises and participating in the Activity.

I have done so and by my signature below, by Minor's or my engagement in the Activity, and by use of transportation to and from the Activity, in exchange for the opportunity to voluntarily use the facilities, premises and programs of Black Rock Retreat, on behalf of Minor and myself, I have assumed the risk for and am responsible for our actions.

2. **ACKNOWLEDGEMENT OF SAFETY MEASURES TO BE UTILIZED BY GUEST AND BLACK ROCK RETREAT.** Black Rock Retreat will take certain safety measures to help prevent, as best it reasonably can, infection or the spread of illness. Black Rock Retreat will also stay apprised of any recommendations from the CDC and will consider action accordingly. In the event that the CDC or Black Rock Retreat recommends additional safety measures, I agree to pursue utilization of such safety measures upon verbal or written request of Black Rock Retreat.
3. **INDEMNIFICATION AND HOLD HARMLESS.** I specifically understand that I am personally responsible for Minor's and my actions and omissions, and any resulting sicknesses or injuries and agree to indemnify, defend, and hold harmless, including from reasonable attorneys' fees and/or any other associated costs, Black Rock Retreat, and its predecessors, successors, assigns, officers, directors, employees, volunteers, agents, and legal representatives (the "Releasees"), from any and all actions, claims, or demands that Minor and I, for ourselves and on behalf of our family, spouse, estate, heirs, executors, administrators, assigns and personal representatives, have or may have for any and all sicknesses or injuries relating to or resulting from the Activity that Minor or I may suffer or sustain, regardless of cause or fault, as a result of our voluntary decision to utilize the facilities and premises of Black Rock Retreat, caused by any act or omission of Black Rock Retreat and/or Minor or by me, resulting from utilizing the facilities and premises of Black Rock Retreat, as permitted by law.
4. **PHOTO AND VIDEO RELEASE.** I give my permission for Black Rock Retreat to use my story, likeness in film or still photography in any marketing and fundraising efforts. I give my approval for my photo or filmed interview to be used in a variety of multimedia tactics including print, web, digital, news outlets and social media purposes. I acknowledge

that my participation was voluntary, and I hereby further release Black Rock Retreat from any and all liability connected with the use of this media.

- 5. WAIVER OF CLAIMS.** In consideration of being allowed to utilize Black Rock Retreat's facilities and premises, on behalf of myself and Minor (individually and collectively referred to herein as "Releasor"), I hereby waive any and all claims, demands, damages, actions, or suits, in law or in equity, whether heretofore or hereafter accruing, or whether now known or not known to the parties, which may arise from any negligent act or omission of Black Rock Retreat, or the Releasees, including but not limited to claims for negligence, personal injury, and mental anguish, for or because of anything done or omitted, or suffered to be done, directly or indirectly related to Releasor's use of Black Rock Retreat's facilities, premises and participating in the Activity. Releasor further waives any and all liability of Releasees for their negligence causing any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Guest's use of and entrance upon Black Rock Retreat's facilities and premises. Releasor acknowledges and agrees that Releasees assume no responsibility for any liability, damage, or injury that may be caused by the negligent acts or omissions committed prior to, during, or after Guest's use of Black Rock Retreat's facilities, premises and participating in the Activity. By signing this agreement Releasor is giving up legal rights.

In signing this Waiver, Release, and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, understand its terms and provision, understand it affects my legal rights individually and my legal rights as a parent/legal guardian, as well as the rights of the Minor, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Minor's Name: _____

Parent: _____

Minor's Signature: _____

Date: _____

Minor's Name: _____

Parent: _____

Minor's Signature: _____

Date: _____

Minor's Name: _____

Parent: _____

Minor's Signature: _____

Date: _____