

John Vincent Memorial Retreat LLC

WAIVER OF LIABILITY, AGREEMENT FOR RELEASE, DISCHARGE, AND ASSUMPTION OF RISKS

I (print name) _____ am over the age of eighteen, or am the parent or legal guardian of _____, a minor, who is under the age of eighteen. I agree, on behalf of myself, the person for whom I may be signing, and my successors, heirs, assigns, personal representatives and estate, that all activities will be my sole risk, and release and discharge John Vincent Memorial Retreat LLC(Hereafter referred to as JVMR), Jeff, Larry, and Chris Robers, their employees, managers, agents, and owners from any and all liability for personal injuries, consortium or other claims arising from any activity on Jeff, Larry, and Chris Robers property. Except for any action resulting from willful and malicious actions by owner.

_____(INITIAL) **DISCLOSURE OF RISKS.** I am aware that hunting, hiking, scouting, boating, swimming, shooting any firearms, use of all terrain vehicles (ATV'S), and any other activity in which I voluntarily engage known and unknown risks which could result in injury, death, illness, mental or physical harm to myself and others, and/or damage to my property or to the property of others. These risks and hazards include but are not limited to: HYPOTHERMIA; COLD; HEAT; FREEZING; EXPOSURE; DROWNING; WINDBURN; SUNBURN; FROSTBITE; CHANGING WEATHER; FALLING TREES; SINKHOLES; CLIFFS; ROUGH TERRAIN; FAILURE OF OTHERS TO PARTICIPATE WITHIN THEIR ABILITIES; INJURY FROM CARRYING, TOWING, LIFTING OR DRAGGING; MY OWN PHYSICAL CONDITION; CONSUMING FOOD OR DRINK; AND THE BEHAVIOR OF WILD OR DOMESTICATED ANIMALS.

_____(INITIAL) **ASSUMPTION OF RISK.** I voluntarily assume and accept the risks of any injury or harm to my person or property, which may result from these or any hazards arising from any activity in which I may participate on Jeff, Larry, and Chris Robers property. This assumption of risk includes the risk of injury or harm which may be caused by acts of omission or negligence by JVMR, Jeff, Larry and Chris Robers or any of their employees, managers, agents, owners, other persons, and persons with guns.

_____(INITIAL) **RELEASE AND DISCHARGE.** I voluntarily release and discharge JVMR, Jeff, Larry and Chris Robers, their employees, managers, owners, agents, and persons related to JVMR, Jeff, Larry and Chris Robers from all liability, demands, consortium, or other claims or causes of action which are related to, arise from, or in any connected with my participation in any activity on JVMR, Jeff, Larry, and Chris Robers property. This includes claims related to the hazards described above, as well as the negligent acts or omissions of JVMR, Jeff, Larry, and Chris Robers, or others. I agree to hold harmless and indemnify JVMR, Jeff, Larry, and Chris Robers, his employees, managers, owners, agents, or others related to JVMR, Jeff, Larry and Chris Robers from all costs and attorney's fees in connection with any claim or claims which may arise as a result of any activity in which I engage with JVMR, Jeff, Larry, and Chris Robers.

_____(INITIAL) **INSURANCE AND PHYSICAL CONDITION.** I understand that no medical or other insurance benefits are being provided to me by JVMR, Jeff, Larry, or Chris Robers. I certify that I am in good health; there is no physical condition, mental condition, disability, impairment, or injury, which would make it difficult or dangerous for me to participate in any activity on JVMR, Jeff, Larry, and Chris Robers property. I understand that JVMR, Jeff, Larry, and Chris Robers is relying on my statement of good health and condition in allowing me to participate in any activity.

_____(INITIAL) **MENTAL CAPACITY.** I am of sound mind and I am capable of making responsible decisions for myself, and my minor children. I have not consumed any alcohol or used any drugs, which would impair my ability to knowingly and voluntarily enter into this agreement.

_____(INITIAL) **EFFECT OF RELEASE AND ENTIRE AGREEMENT.** I UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT I AM VOLUNTARILY ASSUMING THESE RISKS AND FOREVER RELEASING AND WAIVING ANY RIGHT I MAY HAVE TO RECOVER DAMAGES, ATTORNEY FEES, COSTS OR OTHER AMOUNTS FROM JVMR, JEFF, LARRY, CHRIS ROBERS, HIS EMPLOYEES MANAGERS, AGENTS, OWNERS, OR OTHER PERSONS RELATED TO JVMR, JEFF, LARRY, CHRIS ROBERS, FOR ANY INJURY OR HARM TO MYSELF OR OTHERS RESULTING FROM THE RISKS AND HAZARDS DESCRIBED ABOVE OR ANY ACTIVITY IN WHICH I MAY ENGAGE WITH JVMR, JEFF, LARRY, CHRIS ROBERS. I UNDERSTAND THAT THIS IS THE ENTIRE AGREEMENT BETWEEN JVMR, JEFF, LARRY, AND CHRIS ROBERS AND MYSELF. I HAVE READ ALL OF THIS ENTIRE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT.

SIGNATURE OF PARTICIPANT: _____

If the participant is under eighteen years of age, I declare I am the parent or guardian of the minor participant and agree this document will bind the minor participant's rights.

SIGNATURE OF PARENT OR GUARDIAN: _____