

Group Liability Form

Assumption of Risk, Waiver, and Release from Liability

FOR PERSON UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM. PLEASE READ CAREFULLY BEFORE SIGNING THIS ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY.

- Assumption of Risk.** The undersigned assumes all risk which are foreseeable and involved with or may arise out of his or her voluntary participation in activities on the premises of the Maryville Retreat Center, including, but not limited to, the negligent and or willful 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 Maryville Retreat Center and affiliated entities.
- Release.** The undersigned releases Maryville Retreat Center, Felician Sisters of North America and Felician Sisters of North America Real Estate Trust and affiliated entities and all of their 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 on the premises, including 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.
- Waiver.** The undersigned waives the protection afforded by any state 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.
- Indemnify and defend.** The undersigned agrees to indemnify and defend Maryville Retreat Center, Felician Sisters of North America and Felician Sisters of North America Real Estate Trust, and affiliated entities, and all of their officers, trustees, employees and agents (hereinafter jointly referred to as "indemnatee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnatee or any others, injury or death that may result to the undersigned, the undersigned's child, or anything else.
- Representatives.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.
- Insurance.** The undersigned understand that Maryville Retreat Center, Felician Sisters of North America and Felician Sisters of North American Real Estate Trust, and affiliated entities do not carry insurance to cover any possible losses the undersigned and/or the undersigned's child may incur as a result of his or her voluntary participation in activities on the premises, including but not limited to the activities on or near the lake and nature trails.
- The protections provided by this **Assumption of Risk, Waiver, and Release from Liability** only enhance those protections already provided by the laws of Michigan.
- Acknowledgement.** The undersigned has read and understand this agreement and realizes it relates to surrendering and releasing valuable legal rights and does so freely and voluntarily. Moreover, the undersigned understands that his or her participation in this activity is voluntary.

Print Name: _____

Signature: _____ Date: _____

Printed Name of Child if Signed by Parent/Guardian: _____