

VALLEY RANCH RETREAT
Release of Liability

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE VALLEY RANCH RETREAT or its affiliates, including but not limited to retreat staff, retreat location or site owners or operators, or owners or officers of affiliates, all of which will be referred to as VALLEY RANCH RETREAT in this agreement.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you relinquish your right to bring any claims or actions to recover any damages, losses or compensation against VALLEY RANCH RETREAT as a result of any injury to you or to your property arising out of your stay at VALLEY RANCH RETREAT.

IN CONSIDERATION OF VALLEY RANCH RETREAT AFFORDING ME THE OPPORTUNITY TO PARTICIPATE IN A RETREAT, AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, I ACKNOWLEDGE AND AGREE that, included within the scope of this Agreement are any claims or causes of action (a) arising out of the performance, or failure to perform, maintain, and/or inspect, the retreat area, (b) relating to the failure to warn of dangerous conditions existing in the retreat area, and/or (c) arising out of negligent supervision or instruction of or by VALLEY RANCH RETREAT, its staff, owners, employees, contractors, agents and representatives, or affiliates.

WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE: In addition to the acknowledgments, waivers and releases discussed above, I hereby covenant not to sue and voluntarily agree to waive, release, indemnify and hold harmless VALLEY RANCH RETREAT and its staff, owners, employees, contractors, agents and representatives, or affiliates, from any and all liability and claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or any other claims which may arise out of being at VALLEY RANCH RETREAT.

RESPONSIBILITY FOR EMERGENCY CARE: I further consent to emergency transportation and treatment necessary in the event of injury or illness during my time at VALLEY RANCH RETREAT. I accept responsibility for the payment of any associated emergency transportation and treatment expenses and any subsequent medical bills, and I acknowledge that VALLEY RANCH RETREAT has not purchased any health or accident insurance to cover such expenses and release VALLEY RANCH RETREAT and all other persons and entities from providing this coverage to me. I agree to indemnify and hold harmless VALLEY RANCH RETREAT from any costs incurred for any such emergency care.

SEVERABILITY: I agree that in the event any provision of this WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNIFICATION AND COVENANT NOT TO SUE is held or adjudicated to be contrary to any statute or law, or otherwise unenforceable, the remaining provisions of this document shall be enforceable to the fullest extent permitted by law.

GOVERNING LAW: This agreement shall be interpreted according to Texas law. It is to be construed as broadly and inclusively as is permitted by relevant Texas law.

I have read the above and by signing below agree that it is my express intent to exempt and relieve VALLEY RANCH RETREAT, its staff, owners, employees, contractors, agents and representatives, or affiliates, from liability for personal injury, property damage or wrongful death caused by negligence or any other cause, except for willful, wanton, reckless or grossly negligent conduct. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for negligent acts or other conduct by VALLEY RANCH RETREAT and/or its staff, owners, employees, contractors, agents and representatives, or affiliates in connection with my stay at VALLEY RANCH RETREAT.

I also represent that (1) I have fully read this document; (2) I would not have signed this document unless I fully understood its intent to bar any future claims against VALLEY RANCH RETREAT, its owners, members, directors, officers, employees, volunteers, contractors, agents and representatives, and to protect them from any future loss or liability arising out of or resulting from my stay at VALLEY RANCH RETREAT; and (3) I have had the opportunity to have an attorney review this document and explain it to me if I so desired.

I agree that pictures taken during my stay at VALLEY RANCH RETREAT may be used in future website or advertising content.

Signature: _____ Date: _____

Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email Address: _____