

Toah Nipi Christian Retreat Center Release of Liability Form

This waiver, release, covenant not to sue, indemnity, and assumption of risk agreement ("Agreement") is in favor of Toah Nipi Christian Retreat Center and their respective current and former directors, officers, employees, volunteers, insurers, affiliates and agents (collectively "Toah Nipi"). In consideration for being accepted and allowed to participate in this conference/project/volunteer role/event and any and all activities associated with its program and location (collectively, the "Event"), I freely and voluntarily agree as follows:

1. General Assumption of Risk and Release: I understand that all events/activities involve risk of injury. I also understand that I may be given the opportunity to participate in riskier activities including, without limitation, formal and informal sports (including by way of example, activities ranging from capture the flag, roughhousing, and paintball to gymnastics and ice skating), hiking, biking, equestrian activities, water activities (including use of watercraft, swimming, and paddle boarding), adventure activities, ropes courses, zip lines, rock-climbing walls, downhill tubing, snowshoeing, trail maintenance, construction, use of firearms or archery, and use of motorized off-road vehicles (including golf-carts, ATVs, Segways and snowmobiles) (collectively, "Riskier Activities"); however, I acknowledge that I am under no obligation to participate in such Riskier Activities. To the maximum extent possible, I understand, assume, and accept the risks and hazards involved in participating in the Event. This includes risks that may not be known to me or reasonably foreseeable at this time, all risks related to any Riskier Activities in which I choose to participate, and, if applicable, all risks related to camping in the wilderness including uneven terrain, proximity to wildlife, or other known or unknown hazards. I unconditionally and fully release, hold harmless, defend, indemnify, and discharge (collectively, "Release") Toah Nipi from and against any and all direct and indirect losses, expenses, liabilities, claims, suits, proceedings, demands, judgments, assessments, actions, costs, fees, and damages of whatever kind or nature, either in law or in equity, arising from or related to my involvement in or presence at the Event, including loss, illness, injury or damage to myself or my property (collectively "Claims"), regardless of whether such Claims are caused in whole or in part by the active or passive negligence of Toah Nipi or otherwise and regardless of whether such Claims have accrued or are hereafter acquired. Additionally, I covenant not to commence a lawsuit or administrative complaint or any sort of proceeding whatsoever against Toah Nipi at any time in the future based on any right or claim that I may have or hereafter acquire with respect to Claims.

2. Behavioral Expectations: I personally assume responsibility for my actions. I agree that I am responsible for following all rules communicated to me during the Event and will use safety equipment as applicable. I agree that my participation is a privilege, not a right, and Toah Nipi reserves the right to dismiss me from the Event at my expense with no refund, and/or to refuse to allow my participation in future events/activities. I acknowledge that I have a responsibility to act within the limits of my ability, to heed all warnings and instructions regarding participation in the Event, to maintain control of my person, equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury to myself or others or damage to property. I understand that non-medical use of alcohol and other drugs is prohibited on Toah Nipi premises and at Toah Nipi activities. I will alert an Event supervisor if I become aware of any condition that would be unsafe or hazardous and will cease participation.

3. Photograph Release: I grant Toah Nipi permission to take photographic images and video and/or sound recordings of me, and grant Toah Nipi all right, title, and interest in such photographic images and video and/or sound recordings made by Toah Nipi relating to the Event, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs and video and/or sound recordings, and authorize this material to be used for publicity.

4. Medical Release: I understand and agree that Toah Nipi does not assume any responsibility for or obligation to provide medical, health, or disability insurance, and I waive any claim to such coverage against Toah Nipi. I give permission to Toah Nipi to obtain medical assistance in the event of an emergency. This permission will include transportation, the administration of medicines, surgical treatment, X-ray examination or hospitalization as might be ordered by a licensed medical doctor. I release and discharge Toah Nipi from any and all liability for any first aid rendered, treatment performed, or transportation provided or arranged pursuant to this Agreement. Further, I agree that, if I am an adult in my State (see Minors section below) and am mentally competent to do so at the time, I will make decisions regarding my health care based on the best information available to me and will not hold Toah Nipi responsible for my decisions. If I am not mentally competent to make these decisions, I authorize Toah Nipi to make these decisions on my behalf, and I release Toah Nipi from any liability arising from or related to medical decisions made in good faith on my behalf. I understand that it is my responsibility to evaluate my physical and mental health and determine whether I am sufficiently healthy to participate in the Event.

5. Alternative Dispute Resolution: Any claim or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the rules of a mutually agreed upon alternative dispute resolution service and such proceeding shall take place in New Hampshire. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. I agree that these methods shall be the sole remedy for any controversy or claim arising out of this Agreement and expressly waive my right to file a lawsuit in any civil court against Toah Nipi for such disputes, except to enforce an arbitration decision.

6. Governing Law; Scope: I agree that this Agreement is intended to be as inclusive as the laws of New Hampshire permit. This Agreement shall be governed by the laws of the State of New Hampshire and the United States without reference to conflict of laws. The releases set forth herein are intended to include all claims made by my family, estate, heirs, personal representatives and/or assigns. I agree that if a clause or provision of this Agreement is found by a court or arbitrator to be invalid, that finding shall not invalidate any other clause or provision of this Agreement, which shall continue to be enforceable.