ASSUMPTION OF RISK, RELEASE OF LIABILITY and INDEMNIFICATION AGREEMENT

[This document affects your legal rights, PLEASE READ all pages carefully before signing]

ACTIVITY (Name of event/camp/retreat): Jr. High Retreat

DATES ON PROPERTY: June 18-19, 2018

ASSUMPTION OF RISK: I, (print name)_____ ("Participant"), am voluntarily using the premises and surrounding natural/rural environments, including all roadways and trails located on Assessor Parcel Numbers 105-051-02, 67, 69, 71, 72, 75, 79, 81, 82; 105-031-82, 86; and 105-040-09 ("**Property**"), as well as the facilities, equipment, and services related to the Property ("**Facilities**"). I am also voluntarily participating in various indoor and outdoor activities, including, but not limited to musical events, games, crafts, meals, food service, sleeping/bathroom accommodations, hiking, camping, campfires, rock climbing, biking, swimming, team sports, mud run, challenge/low rope courses, playground apparatuses, encounters with wildlife and vegetation, and all other such indoor/outdoor activities in connection with the Activity referenced above ("**Activities**"). I recognize and appreciate the dangers, hazards, and risks associated with my presence on the Property, use of the Property/Facilities, and participation in the Activities, which include dangers inherent to each, such as insects, rodents, snakes, mountain lions, bobcats, coyotes, poison oak, fallen or falling trees/rocks, wildfires, dimly lit Property at night, unimproved/rural terrain and roadways, unmarked trails, falls, fractures, concussions, injuries from lack of fitness, overexertion, overheating, equipment and utility service failures, poor reception, WiFi/internet connection, and communication services, collisions with moving or parked vehicles/equipment, inclement weather conditions, negligence of the Released Parties (defined below), other Participants and/or third-parties using the Property/Facilities, and the unavailability of immediate, appropriate medical attention in case of injury or emergency. I understand and acknowledge that the above list is not complete or exhaustive and that the dangers, hazards, and risks listed above, as well as others, known or unknown, anticipated or unanticipated, may also exist and result in illness, disease, injury, permanent disability, death, and/or property damage. I acknowledge that I have fully considered the dangers, hazards, and risks associated with my presence on the Property, use of the Property/Facilities, and participation in the Activities, and I KNOWINGLY AND VOLUNTARILY ASSUME THEM AS WELL AS ALL RESPONSIBILITY FOR ANY AND ALL INJURIES AND LIABILITIES ARISING FROM THEM.

RELEASE OF LIABILITY: In consideration for receiving the benefit of using the Property/Facilities and participating in the Activities, I HEREBY WAIVE, RELEASE AND DISCHARGE any and all claims, loss, liability, demands, causes of action, expenses (including attorney's fees), damages or suits of any type against Santiago Retreat Center, Custos Terrae, ACE Silverado LLC, Fidelis Servus LLC, Daniel and Diane Dulac, and their respective affiliates, officers, directors, agents, employees, volunteers, sponsors, contractors, vendors, insurers, successors in interest, assignees, attorneys, or representative of any kind ("**Released Parties**"), which may arise from or relate to my presence on the Property, use of the Property/Facilities, or participation in the Activities, including transportation to and from the Property ("**Released Claims**"). The Released Claims include without limitation any physical, emotional, or mental injury, or property damage that I may suffer as a result of my presence on the Property, use of the Property/Facilities, or participation in the Activities, even if caused, contributed to, or made more serious by the active or passive negligence, negligence per se, strict liability, or statutory fault of the Released Parties, to the maximum extent permitted by law, except as may arise from the gross negligence and intentional misconduct of the Released Parties. The Released Claims also include losses arising out of any condition of the Property or Facilities, or the conduct of any person in connection with the preparation for, supervision of, or conduct of the Activities, whether planned or unplanned. I understand and agree that this Assumption of Risk and Release of Liability means, among other things, that if I suffer an injury, loss, or damage, become ill, permanently disabled, or die, or incur property damage as a result of my presence on the Property, use of the Property/Facilities, or participation in the Activities, I, my family, heirs, estate, next of kin, executors, administrators, assigns, guardians, and any individual on my behalf, CANNOT SUE the Released Parties, or any of them, for the Released Claims.

INDEMNITY AGREEMENT: In consideration for receiving the benefit of using the Property/Facilities and participating in the Activities, I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Released Parties from and against any and all liabilities, claims, demands, losses, damages, including court costs and attorney's fees and expenses (including discovery and investigation costs), or injuries (including death), of any kind or nature whatsoever, whether related to bodily injury, property damage or any other form of injury or loss, which arise from or allegedly arise out of my presence on the Property, use of the Property/Facilities, or participation in the Activities, including any and all Released Claims (defined above), injuries, liabilities, claims, demands, losses, and damages arising out of or relating to the Released Parties' active or passive negligence, sole or contributory negligence, negligence per se, statutory fault, or strict liability, except as may arise from the gross negligence and intentional misconduct of the Released Parties.

CONSENT TO TREAT: I understand and acknowledge that there are no medical facilities on the Property, and I do not have immediate access to medical providers or treatment. I understand that the Released Parties assume no responsibility for providing medical care or transportation to medical facilities. However, in the event of illness, injury, emergency or accident, I give my consent to the Released Parties' employees, agents, and volunteers to provide me/my child with basic First Aid, CPR and/or standard comfort measures, which include the use of over-the-counter medications. In the event I/my child has greater health care needs than first aid can provide, I authorize the Released Parties to arrange for, or provide, any necessary related transportation to the nearest medical facility for urgent or emergency medical treatment, and I do assume all responsibility for payment for such treatment and transportation. Permission is hereby given to the medical provider selected by the Released Parties' agent/adult in charge to secure and administer any and all medical treatment deemed necessary for me/my child, including hospitalization, anesthesia, surgery, or injections of medication.

Release and Indemnity for Medical Expenses and Treatment: I agree to indemnify, defend, and hold harmless the Released Parties for any costs incurred to treat me/my child, even if a Released Party has signed documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, the Released Parties from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, or injuries sustained as a result of the active or passive negligence, negligence per se, statutory fault, or strict liability of the Released Parties. I understand this waiver does not apply to injuries caused by the gross negligence and intentional misconduct of the Released Parties.

Consent to Photograph: I hereby grant the Released Parties the absolute right and permission to use, publish, reproduce, distribute, exhibit, sale and/or copyright any photographs, film, videos, electronic representations and/or sound recordings of myself or my child engaged in Activities at the Property. I hereby release the Released Parties from liability for any violation of any personal or proprietary right I/my child may have in connection with such uses/actions. I specifically waive any right to compensation I/my child may have for appearing in any of the foregoing, and I/my child waive any right to inspect and/or approve the finished materials where my/my child's image appears.

SEVERABILITY: The invalidity or unenforceability of any part of this Assumption of Risk, Release of Liability, Indemnification Agreement, and Consent ("**Agreement**") shall not be deemed to affect the validity or enforceability of any other part. I agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by me subsequent to the expungement of the provision(s) held to be invalid or unenforceable.

SIGNATURES: Signatures transmitted by facsimile or other electronic means such as email shall be deemed to be their original signatures for all purposes.

(Initial)_____If English is not my native/primary language, I represent and warrant that I have had this Agreement translated and explained to me, and that I fully understand the scope and nature of each and every provision.

Acknowledgment: I acknowledge that I have carefully read this Agreement, fully understand its contents and am voluntarily executing this Agreement of my own free will after having the opportunity to consult with legal counsel. I further acknowledge and understand that this Agreement will absolve and release the Released Parties from all liability in connection with all injuries/loss/damages suffered as a result of the condition of the Property/Facilities, my presence at or use of the Property/Facilities, and/or my participation in the Activities, and that I am giving up rights to sue the Released Parties for such injuries. I also understand and agree that all terms of this Agreement shall be binding on me as well as my estate, heirs, executors, administrators, guardians, and assigns.

Signature: _____ Date: _____

Email: _____ Phone:_____

Emergency Contact Name: _____ Phone: _____

FOR PARTICIPANTS UNDER THE AGE OF 18

I represent and warrant that I am the parent or legal guardian of the minor/child Participant whose name appears above. I have read and understand this Agreement, and in consideration for the Participant (named above) to use the Property/Facilities and participate in the Activities, I accept and agree to each and every provision in this Agreement, on behalf of my child. I also accept and agree that all terms of this Agreement, including the Assumption of Risk, Release of Liability, Indemnification Agreement, and Consent provisions shall apply to the minor on whose behalf I make this Agreement, and to myself, my spouse, my family, my heirs, and next of kin. As such, I hereby agree to RELEASE, HOLD HARMLESS, DEFEND AND INDEMNIFY the Released Parties from all liabilities and claims in any way related to my child's presence on the Property, use of the Property/Facilities, and/or participation in the Activities, including any and all Released Claims.

Signature of **Parent/Legal Guardian**_____Date:_____

Print Name:_____Email:_____

Emergency Phone Number(s): _____