

## ***Release of Liability***

### ***Read Carefully - This Affects Your Legal Rights***

In exchange for participation the activity of "Awaken Youth Conference" organized by Fairview Farm and Guest Ranch, of 2998 Fairview Road, Granville summit, PA, 16926 and/or use of the property, facilities, and services of Fairview Farm and Guest Ranch, I agree for myself and (if applicable) for the members of my family, to the following:

- 1. Agreement to follow directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Fairview Farm and Guest Ranch, or the employees, representatives or agents of Fairview Farm and Guest Ranch
- 2. Assumption of the risks and release.** I recognize that there are a certain inherent risks associated with the above described activity and I assume full responsibility for the personal injury to myself and my family members, and further release and discharge Fairview Farm and Guest Ranch from injury, loss or damage arising out of my or my family's use of or presence upon the facilities of the Fairview Farm and Guest Ranch, whether caused by the fault of myself, my family, Fairview Farm and Guest Ranch, or the other third parties.
- 3. Indemnification.** I agree to indemnify and defend Fairview Farm and Guest Ranch against all claims, cause of action, damages, judgments, costs of expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Fairview Farm and Guest Ranch.
- 4. Fees.** I agree to pay for all damages to the facilities of Fairview Farm and Guest Ranch caused by any negligent, reckless, or willful actions by me or my family.
- 5. Consent.** I \_\_\_\_\_ of \_\_\_\_\_, consent to the participation of my \_\_\_\_\_, in the activity of Awaken Youth Conference, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing the Release of Liability, I represent that I have legal authority over and custody of.
- 6. Medical Authorization.** in the event of an injury to the above minor during the above described activities, I give my permission to the Fairview Farm and Guest Ranch or the employees, representatives or agents of Fairview Farm and Guest Ranch to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on August 05, 2017 and will remain in effect until terminated in

writing by the undersigned or August 06, 2017, whichever occurs first. Fairview Farm and Guest Ranch will have the following powers:

a. The power to seek appropriate medical treatment or attention on behalf of my child as \_\_\_\_\_ may be required by the circumstances, including without limitation, that of a licensed \_\_\_\_\_ medical physician and/or a hospital:

b. The power to authorize medical treatment or medical procedure in an emergency situation: and

c. The power to make appropriate decisions regarding clothing, bodily nourishment and \_\_\_\_\_ shelter

**7. Applicable law.** Any legal equitable claim that may arise from participation in the above shall be resolved under Pennsylvania law

**8. No duress.** I agree and acknowledge that i am under no pressure or duress to sign this agreement and that i have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if i so desire. I further agree and acknowledge that Fairview Farm and Guest Ranch has offered to refund and feed i have paid to use its facilities if i choose not to sign the Agreement.

**9. Arms length Agreement.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the even any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the parties, and each of them, Explicitly reject the application of any legal or equitable rules of interpretation which would to to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**10. Enforceability.** The invalidity or unenforceable of any provision of this agreement, whether standing alone or applied to a particular occurrence the circumstance, shall not affect the validity of enforceability of any other provision of the agreement or of any other applications of such provision, as the case may be, and such invalid or enforceable provision shall be deemed not to be a part of this Agreement.

**11. Dispute resolution.** The parties will attempted to resolve any dispute arising out of relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation or accordance with and statutory rules of mediation. If mediation

is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered up it by any court having proper jurisdiction.

**12 emergency contact.** In case of emergency, please call \_\_\_\_\_ (relationship: \_\_\_\_\_) at \_\_\_\_\_ (day) or \_\_\_\_\_ (evening)

**I have read this document and understand it. I further understand that by signing this release, I voluntarily surrender certain legal rights.**

Dated \_\_\_\_\_

Signature: \_\_\_\_\_