

WAIVER AND RELEASE FROM LIABILITY FOR THE SABBATH CENTER

I, _____ HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Steven R Myers, Cynthia J Myers, and Sabbath Center Ministries (collectively referred to as the "Sabbath Center"), its agents, staff, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, including any claims of owner or employee negligence, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities, and for the duration of my stay, conducted by, on the premises of, the Sabbath Center at 22782 Short Road, Lanark, IL, owned by Steven R Myers and Cynthia J Myers, provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that my presence on this property may expose me to dangerous conditions including but not limited to poisonous snakes, insects and spiders, ditches, erosions of the land whether man-made or natural, sharp rocks, animals, both wild and domestic, and I acknowledge that other domesticated animals may have dangerous propensities and can create hazardous conditions including horses, cattle, dogs etc. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity or conditions.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with the Sabbath Center at 22782 Short Road, Lanark, IL including but not limited to man-made hazards associated with the property such as slippery shower basins, swimming pool facilities, and natural hazards such as holes, ditches, culverts, fallen trees, branches, fence posts, ice, snow, mud or other irregularities and using the terrain or surrounding land for any use including: walking, jogging, pick nicking, hiking, mountain cycling, or other related activities on and off the premises, whether or NOT attributable to my own neglect or fault, including use of all motorized vehicles whether deemed safe or otherwise. I further understand that the Sabbath Center makes no claims or representations about fitness for use of the property and the surrounding land for any particular purpose, other than that stated, and makes no warranties, either expressed or implied, as to the safety of the premises, and that I am using said property at my own risk.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of the Sabbath Center, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver. This Agreement and its terms and provisions will include any minors who accompany me or who are under my care. I further agree that I shall assume responsibility for watching and caring for the minor's safety and guarding against all hazards, whether explicitly mentioned in this WAIVER AND RELEASE or otherwise

Date

Printed Name

Signature