

# HOLD HARMLESS AGREEMENT

WHEREAS, in consideration of being permitted to attend the Family of Christ Men's Retreat, where activities are being provided for your enjoyment and recreation on Lutheran Valley Retreat property as well as on the Pike National Forest property, the Undersigned agrees to the following:

The Undersigned agrees to hold harmless all official entities of Family of Christ Lutheran Church and Lutheran Valley Retreat as well as any non-official entities working with Family of Christ Lutheran Church and Lutheran Valley Retreat in good faith (hereinafter referred to as "Staff"), from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with: the Undersigned's presence at and/or participation in the course of instruction for paintball, firearms, rock climbing, rappelling, 4-wheeling, Zip-lining, or hiking; the discharge of markers or firearms by the Undersigned; the Undersigned's presence on or use of the range; the Undersigned's use of the land or equipment for rock climbing, rappelling; the Undersigned's use or participation as a passenger of a 4-wheel vehicle; and any and all acts or omissions of the Undersigned.

The Undersigned furthermore waives for himself and for his executors, personal representatives, administrators, assignees, heirs and next of kin, any and all rights and claims for damages, losses, demands and any other actions or claims whatsoever, which he may have or which may arise against "Staff" (including but not limited to the death of Undersigned and/or any and all injuries, damages or illnesses suffered by Undersigned or Undersigned's property), which may, in any way whatsoever, arise out of, be related to or be connected with: the course of instruction; the Undersigned's presence on or use of the range; the Undersigned's use or participation in of a 4-wheel vehicle use; the Undersigned's use of the land or equipment for rock climbing, rappelling, paintball, Zip-lining, or 4-wheeling; and the discharge of guns or markers. The Undersigned, on behalf of himself and on behalf of his executors, personal representatives, administrators, assignees, heirs and next of kin hereby expressly releases the "Staff" from any and all such claims and liabilities.

The Undersigned hereby expressly assumes the risk of taking part in any course for instruction and/or participation in guns (shooting), rock climbing, rappelling, playing paintball, Zip-lining, 4-wheeling, and hiking as well taking part in any of those activities on the land, property, or premises near Lutheran Valley Retreat.

The Undersigned hereby acknowledges and agrees that the Undersigned has read this instrument and understands its terms and is executing this instrument voluntarily. The Undersigned furthermore hereby acknowledges and agrees that he has read, understands and will at all times abide by all Shooting Range, Rock Climbing, Rappelling, Paintball and 4-Wheeling Safety Rules and Procedures and any other rules and procedures stated by any "Staff."

The Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. No remedy conferred by any of the specific provisions of this instrument is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedy hereunder by the "Staff" shall not constitute any waiver of "Staff's" right to pursue other available remedies. This instrument binds the Undersigned and his executors, personal representatives, administrators, assignees, heirs and next of kin.

UNDERSIGNED:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Date: