

Amherst Christian Retreat Center

"The ARK"

PARTICIPANT RELEASE AGREEMENT

This agreement entered into by and between Amherst Christian Retreat Center (the "facility" or "The ARK") and:

Participant Name: _____ (the "Participant").

Collectively, The ARK and the Participant are referred to herein as "the parties."

In consideration of the mutual promises and covenants set forth below, and for other good and valuable consideration, the parties agree as follows:

1. The ARK is allowing Participant to attend and participate in organized activities (the "Activities") being conducted by a third-party licensee group which has executed a hold harmless agreement with, and agreed to abide by the general policies currently published by, The ARK.
2. The ARK agrees to allow Participant ordinary access to The ARK facilities for participation in the Activities. This Release Agreement is effective for the entire period during which the Participant is present at The Ark facilities for the Activities, including arrival and departure periods.
3. **PARTICIPANT HEREBY RELEASES AND FOREVER DISCHARGES THE ARK AND ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND THIRD-PARTY LICENSEES FROM ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, DAMAGES, AND LIABILITIES (INCLUDING ATTORNEY FEES) ARISING OUT OF, OR ACCRUING DURING, THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES, OR AS A RESULT OF PARTICIPANT'S USE OF, OR PRESENCE AT, THE ARK FACILITIES, PREMISES, LAND, STRUCTURES AND BUILDINGS OF WHICH THE FACILITIES ARE A PART OR THE PARKING FACILITIES ON OR ADJACENT THERETO.** This release does not include intentionally reckless or grossly negligent acts or omissions of the ARK, its employees, agents or managers.
4. Participant has read and understands all terms of this Participant Release Agreement, and has had the opportunity to request clarification if needed.

Agreed: _____ Date: _____

Participant

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FOR OFFICE USE

Signed: _____ Title: _____ Date: _____

(For Amherst Christian Retreat Center)