

CONDITIONAL GRANT OF PERMISSION TO ENTER/USE PROPERTY, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNITY, & HOLD HARMLESS AGREEMENT

This Conditional Grant of Permission to Enter/Use Property, Assumption of Risk, Release of Liability & Hold Harmless Agreement (the "Agreement") is between **BRAZOS VALLEY EMMAUS COMMUNITY ("Sponsor")** and _____, ("**Participant**"), individually and on behalf of his/her successors, heirs, executors, and administrators.

This Agreement is not intended to render ineffective, void or invalidate any other waiver, release, indemnity, or hold harmless agreement, including, but not limited to any such agreement executed through another third-party; but, rather, is intended to limit Sponsor's liability to the fullest extent permitted by law, according to the terms and provisions of any other agreements, releases, and waivers of liability signed by Participant.

1. Participant enters into this Agreement for the purpose of obtaining Sponsor's conditional permission for the Participant to enter upon Sponsor's property located at **CROSSROADS RETREAT & CONFERENCE CENTER** (hereinafter referred to as the "**Property**") and which Participant desires to go upon for purposes of participating in **THE WALK TO EMMAUS** (hereinafter collectively referred to as "**Retreat Activities**" whether referring to one or more of such activities); and this Agreement is intended to govern the rights, liabilities and responsibilities of Participant and Sponsor from the date signed by Participant and continuing thereafter. Furthermore, Participant's presence on the Property at any time after Participant's execution of this Agreement shall be deemed to be Participant's understanding and acknowledgement of the continuing nature of this Agreement, as well as the understanding of the Sponsor with regard to those matters; and that all the terms and conditions set forth herein shall control and govern the rights, liabilities, and responsibilities of the Sponsor and the Participant during each subsequent visit by Participant to the Property.

2. Participant acknowledges and understands that Sponsor makes no warranties, either expressed or implied, as to the safety or condition of the Property. Participant is aware that his/her participation in the above-described Retreat Activities along with Participant's presence on the Property expose Participant to hazards, risks and dangers associated with being on the Property, including, but not limited to: dangerous or defective furniture and equipment or property owned, maintained, or controlled by Sponsor, slip and falls which can result in serious injury or death. Participant agrees and understands that Sponsor assumes no liability for the Participant's safety when Participant is exposed to dangerous, risky and hazardous conditions. Participant acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions in exchange for conditional permission for Participant to go upon the Property. Participant further agrees that these and other dangerous, risky, and hazardous conditions may be caused by Participant's own actions, or inaction, those of others participating in Retreat Activities, the conditions of the Property, or the negligence of the Sponsor, and that there may be other risks either not known or not foreseen at this time and Participant fully accepts and assumes all such risks and all responsibility for losses, costs and damages incurred as a result of Participant's participation in Retreat Activities on the Property.

3. In consideration of Participant's representations, warranties, and agreements set forth herein, Sponsor conditionally grants Participant permission to go upon the Property for the limited purposes of participating in one or more Retreat Activities.

4. **IN FURTHER CONSIDERATION FOR SPONSOR'S CONDITIONAL PERMISSION FOR PARTICIPANT TO GO UPON THE PROPERTY, PARTICIPANT, FOR HIM/HERSELF, AND ON BEHALF OF HIS/HER HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FURTHER AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FROM ALL CLAIMS, LIABILITIES, SUITS, DAMAGES, DEMANDS, CAUSE OF ACTION, COSTS, OR EXPENSES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED, OR UNANTICIPATED, WHICH SPONSOR MAY HEREINAFTER BECOME LIABLE FOR AS A RESULT OF ANY PERSONAL INJURIES, PROPERTY DAMAGES OR DEATH SUSTAINED BY PARTICIPANT WHILE ON THE PROPERTY, INCLUDING BUT NOT NECESSARILY LIMITED TO ALL INJURIES, DEATH, OR DAMAGES (BOTH ECONOMIC AND NON-ECONOMIC) SUSTAINED BY PARTICIPANT, AND ANY CLAIMS/DAMAGES**

PARTICIPANT MAY HAVE AS A RESULT OF SPONSOR'S OWN NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL, WILLFUL OR WANTON MISCONDUCT, STRICT LIABILITY IN TORT, LACK OF CARE, OR CONDITIONS EXISTING ON SPONSOR'S PROPERTY. PARTICIPANT AGREES THAT THIS AGREEMENT SHALL BE CONSTRUED BROADLY IN FAVOR OF SPONSOR TO PROVIDE A RELEASE, INDEMNITY, DEFENSE, AND WAIVER TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

5. Participant agrees that it is Participant's responsibility to consult with his/her own physician prior to and regarding Participant's participation in any Retreat Activities. Participant represents and warrants that Participant is physically fit and that Participant has no medical condition which would prevent Participant's full participation in any Retreat Activities. In the event of an emergency, Participant does hereby authorize Sponsor, employees, and volunteers to take whatever action is deemed necessary in their judgment for the health of Participant; and Participant will not hold Sponsor or its employees, or volunteers financially responsible for emergency care, medical care, and/or transportation of Participant. Participant understands that Participant is financially responsible for any medical costs incurred relative to any emergency care, medical care, and/or transportation provided to Participant.

6. Each part of this Agreement is intended to be separate, and if any term, covenant, clause, condition, or provision hereof is illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the legality, validity, and enforceability of the remaining parts of the Agreement.

7. This Agreement shall be construed under, and in accordance with the laws of the State of Texas; and the rights, duties and obligations of Participant and/or of Sponsor, regarding anything covered by this Agreement, shall be governed by the laws of the State of Texas. Any lawsuit or dispute between Sponsor and Participant regarding anything covered by this Agreement (i.e., including any dispute about Sponsor's responsibility for injury or death to Participant while on the Property) will be filed, if at all, in a Texas state court of competent jurisdiction in Brazos County, Texas.

I HAVE READ, UNDERSTAND AND AGREE WITH ALL ASPECTS OF THIS DOCUMENT AND THE ATTACHED SAFETY RULES.

EXECUTED on this _____ day of _____, 20 _____.

Participant Name: _____

Participant Signature: _____

CROSSROADS RETREAT & CONFERENCE CENTER
RELEASE OF LIABILITY FORM

I, the undersigned, am voluntarily participating in a retreat sponsored by the *Brazos Valley Emmaus Community* on _____, at the CrossRoads Retreat and Conference Center, inc., a Texas nonprofit corporation.

I understand and agree that I will be participating in a program and residing at the camp facility where the program is held.

In consideration of the service, training, transportation, and accommodations provided to me by the participants, directors, officers and members of the *Brazos Valley Emmaus Community*, I hereby release the Cross Road Retreat and Conference Center Inc., and its officers, directors, members, volunteers, and participants from any and all liabilities, claims, causes of action or damage which I might claim for injuries or damages suffered or sustained by me during or after the event. This release is binding on me and my heirs, devisees and legal representatives.

Emergency Contact (Name) _____

Emergency Contact (Phone) _____

Printed Name: _____

Date: _____

Signature: _____