

**RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

(Revised 1/5/09)

This form must be completed by EACH participant / guest planning to participate in any or all of the event activities.

Participant Name: (Print) _____

Group Name: _____

Dates Reserved: _____

In consideration of being permitted to enter upon the property of the Westerbeke Ranch Conference Center (hereinafter referred to as "WRCC"), and to attend and participate in the activities with _____ (hereinafter referred to as "GROUP"), I hereby agree as follows:

1. I am aware that the grounds and facilities of WRCC are rural and rustic. I further agree that such conditions are an essential component of the ambiance I am seeking. I do not have any medical or physical conditions which would impair or affect my ability to engage in any activities or which would cause any risk of harm to myself or to other participants or otherwise endanger my health while attending or utilizing WRCC facilities.
2. I am further aware that the certain activities available at WRCC are inherently dangerous, for example, swimming, using the hot tub, and the consumption of alcoholic beverages. I understand that WRCC does not provide life guards or any other form of supervision for the use of the facilities nor for monitoring the consumption of alcoholic beverages. I understand that WRCC does not have on staff anyone trained in CPR nor first aid. I understand and agree that my use of WRCC facilities involves a risk of serious injury to my person and/or death and/or to my property.

In spite of such risks, I choose to utilize WRCC facilities and **I assume full responsibility for all risks of bodily injury, death or property damage and hold harmless WRCC**, its officers, agents, principals and employees (hereinafter collectively referred to as "WRCC") and the owners of the real property and improvements utilized by WRCC and their officers, agents, heirs, assigns and/or employees (hereinafter referred to as "OWNERS") from any and all loss, liability, injury, damage or cost which may arise out of or in connection with my presence at WRCC as well as which may arise out of or in connection with my enrollment, attendance and/or participation in the activities and/or use of the facilities of WRCC.

3. **I waive, release and discharge** any and all claims, rights and/or causes of action which I now have or which may arise out of or in connection with my presence at WRCC as well as which may arise out of or in connection with my enrollment, attendance and/or participation in the activities and/or use of the facilities of WRCC.
4. The foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of this State, and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.
5. This agreement is binding on my heirs, assignees, dependents, personal representatives and estate.
6. No oral representations, statements or inducements have been made to me to cause me to enter into this agreement.
7. Any claim or controversy that arises out of or relates to this agreement, or the breach of it, shall be settled by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding upon the parties and Judgment upon the award rendered may be entered in any court with jurisdiction.
8. If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.
9. If any legal action is brought by any party to this General Contract, the prevailing party shall be entitled to reasonable attorney's fees and costs.

I have read this agreement and understand it is a release of all claims for injuries and damages. I voluntarily sign my name evidencing acceptance of the provisions of this agreement. If under 18 years of age, signature of parent or guardian is *also* required.

Date: _____ Signature of participant: _____

If Under 18, Age: _____ Relationship to Minor: _____

Date: _____ Signature of parent or guardian: _____