



RELEASE OF LIABILITY

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

1. **AGREEMENT TO FOLLOW ALL DIRECTIONS:** I/we agree we will observe and obey all rules and warnings, and further agree that all instructions that have been given by LifeSong UMC, written and/or oral are accepted and reasonable.
2. **ASSUMPTION OF RISK OF RELEASE:** I/we recognize that there are certain inherent risks associated with any activity. I/we assume full responsibility for personal injury to myself, my family, and all guests to this function. I/we further release and discharge LifeSong UMC for any injury, loss or damage arising out of the use of the or presence upon the facilities of LifeSong UMC, whether caused by the fault of myself, my family, LifeSong UMC or a third parties.
3. **INDEMNIFICATION:** I/we agree to indemnify and defend LifeSong UMC against all claims, cause of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from me, or my family, or my guests use of, or presence upon the facility of LifeSong UMC.
4. **FEES:** I/we agree to pay for all damages to the facilities of LifeSong UMC caused by any neglect, reckless, or willful actions by me, my family or my guests.
5. **APPLICABLE LAW:** Any legal or equitable claim that my arise from participation in the above shall be resolved under Missouri law.
6. **NO DURESS:** I/we agree and acknowledge that I am/we are under no pressure or duress to sign this agreement and that I/we have been given a reasonable opportunity to review it before signing. I/we further agree and acknowledge that I am/we are free to have my/our own legal council review this agreement if I/we so desire. I/we further agree and acknowledge that LifeSong has offered to refund any fees that I/we have paid to use its facilities if I/we choose not to sign this agreement.
7. **ARM'S LENGTH AGREEMENT:** This agreement and each of its term are the product of an arm's length negotiation between the parties. In the event any ambiguity is found to exist in the interpretation of this agreement, or any of its previsions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as a drafter of a specific term, language, or prevision giving rise to such ambiguity.
8. **ENFORCEABILITY:** The invalidity or unenforceability of any provision of this agreement, whether standing alone, or as applied to a particular occurrence, or circumstance, shall not affect the validity or enforceability, of any other provision of this agreement, or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be part of this agreement.
9. **DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute arising out of, or relating to this agreement through friendly negotiations among the parties. If the matter is not resolved by negotiation in a timely manor, the parties will resolve the dispute using the **Alternative Dispute Resolution (ADR)** procedure: Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
10. **EMERGENCY CONTACT:** in the case of emergency, please refer to your emergency contact list and procedures you are given and reviewed separately.

**I/WE HAVE READ THIS DOCUMENT IN ITS ENTIRETY, AND UNDERSTAND IT AND ITS LEGAL REQUIREMENTS.
I/WE FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I/WE SURRENDER CERATAIN LEGAL RIGHTS.
I/WE UNDERSTAND I/WE DO NOT AND WILL NOT HOLD ANYONE ELSE ACCOUNTABLE, LIABLE, OR
RESPONSIBLE.**

PRINTED NAME(S) _____

SIGNATURE _____

DATE _____