

LIABILITY RELEASE & INFORMED CONSENT

The Passionist Earth and Spirit Center Participation in Retreat Agreement

Print participant name

Print name of school/organization

Instructions: Please read this form carefully. Each participant and/or their parent must sign this agreement before the program begins. Without all appropriate signatures, the individual will not be permitted to participate in the program.

In consideration of the three entities – the Passionist Earth and Spirit Center (PESC), the Sacred Heart Passionist Retreat and The Holy Cross Province – permitting me to access the Earth and Spirit Center grounds and/or to participate in outdoor programming or related services provided by PESC, I, on behalf of me, my heirs, personal representative(s), and assigns hereby represent and agree to the following Liability Release:

- 1) I understand that the participation in this retreat involves walking, hiking, and/or climbing and/or related activities is completely voluntary. I understand that I have the right to not participate in an activity if I don't feel physically or emotionally safe.
- 2) I acknowledge and agree that I must abide by all rules, regulations, expectations, and standards of conduct applicable to participating in the retreat. I understand that PESC reserves the right to limit or terminate my participation, at the sole discretion PESC Staff, if my conduct or actions do not conform to said rules, regulations, expectations, or standards of conduct or are otherwise dangerous, disruptive or destructive.
- 3) I voluntarily assume all responsibility and risk of loss, damage, illness, and/or injury to person or property that I may in any way sustain in connection with my participation in the retreat and/or related activities.
- 4) To the fullest extent permitted by law, I hereby release and forever discharge, and agree not to sue and to indemnify and hold harmless, the Passionist Earth and Spirit Center, the Sacred Heart Passionist Retreat and The Holy Cross Province and their officers, agents, employees, and volunteers from and against any and all liabilities, claims, demands, and causes of action of any kind on account of any loss, damage, illness or injury to person or property, including legal costs, attorney fees, court costs and investigative costs, in any way arising out of or relating to my participation in participating in the retreat, and/or related activities, and/or use of PESC as well as the Sacred Heart Passionist Retreat and The Holy Cross Province, equipment or facilities, whether due to negligence, default or other action or inaction of any person or entity.

- 5) Whenever possible, each provision of this Liability Agreement shall be severable and interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Liability Release is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Liability Agreement.
- 6) In case of accident, injury or sudden illness, I authorize any first-aid or emergency medical care which may become necessary for my child, ward, or me while enrolled in any activity or program administered by PESC. Also, I authorize that my child, ward, or I may be transported to a local medical facility. If I cannot be reached in an emergency, I hereby grant permission for my child or ward named above to receive all appropriate medical treatment necessary. By executing this document, I hereby assume, on behalf of my child or ward, all risk of injury or loss to which he or she may be exposed.
- 7) I grant Passionist Earth and Spirit Center and persons acting through them, the right to use, reproduce, assign and or distribute photographs, films, videotapes, and sound recordings of me or my child for use in materials they may create.
- 8) I understand the employees of Passionist Earth and Spirit Center have received training and will work to protect the emotional and physical safety of me and/or my child. I understand that walking, hiking, and climbing and other activities in the retreat in which I and/or my child have enrolled, entails certain risks. I elect to participate in spite of these risks.

I have read and understand and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation in the programs and activities mentioned herein.

 Signature of participant (required) and date

 Signature of Parent or Guardian and date
 (required if participant is under 18)

_____ Age (may write "adult" if over 18)

Address _____ City _____ State _____ Zip _____

Person to be contacted in case of emergency:

Name: _____

Home Phone: _____

Cell Phone: _____

◆ Please list any health concerns that might limit you or your child's participation: