



Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 20____, by _____, (the "Participant") in favor of Don Sunshine Ministries, its owners, directors, officers, employees, Participants, agents, insurers, and any of Don Sunshine Ministries' or their successors and assigns (collectively, "Don Sunshine Ministries"). The Participant desires to engage in the activities related to being a participant (the "Activities"). The Participant understands that the Activities may include but are not limited to motorcycle riding, rock climbing and rappelling, and canoeing. The participant hereby freely, voluntarily, and without duress executes this Release under the following terms and conditions:

Release and Waiver: Participant does hereby waive, release and forever discharge and hold harmless Don Sunshine Ministries from any and all liability, damages, claims, causes of action and demands of whatever kind or nature, either in law or in equity, which may arise or result directly or indirectly from Participant's Activities with Don Sunshine Ministries. Participant understands that this Release discharges Don Sunshine Ministries from any liability or claim that the Participant may have against Don Sunshine Ministries with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participants's Activities with Don Sunshine Ministries, whether caused by the NEGLIGENCE or BREACH OF CONTRACT of Don Sunshine Ministries or otherwise. Participant also understands that Don Sunshine Ministries does not assume any responsibility for or obligation to provide Participant with financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of bodily injury or illness.

Medical Treatment: Participant does hereby waives, releases and forever discharges Don Sunshine Ministries from any claim whatsoever which arises or may hereafter arise out of or result directly or indirectly from any first aid, emergency treatment, medical or other service rendered or not rendered to Participant in connection with the Participant's Activities.

Assumption of Risk: The Participant understands that the Activities may occur in locations that may be hazardous to the Participant and to others. Participant hereby expressly and specifically assumes all risk of bodily injury, personal injury, illness, death or property damage that may arise out of or result directly or indirectly from Participant's participation in the Activities. Participant hereby accepts the full legal and financial responsibility for any and all bodily injury, personal injury, illness, death or property damage of any kind which Participant may sustain or cause, whether such bodily injury, personal injury, illness, death or property damage results from the NEGLIGENCE or BREACH OF CONTRACT in whole or in part, of Don Sunshine Ministries or from some other cause. Participant further covenants and agrees NOT TO SUE Don Sunshine Ministries on account of any bodily injury, personal injury, illness, death or property damage to Participant or any other person which may result directly or indirectly from Participant's participation in the Activities.

INITIAL HERE CONTINUED ON OTHER SIDE

Insurance: The Participant understands that, except as otherwise agreed to by Don Sunshine Ministries in writing, Don Sunshine Ministries does not carry or maintain health, medical, or disability insurance coverage for any Participant. Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

Photographic Release: Participant does hereby grant and convey unto Don Sunshine Ministries all right, title, and interest in any and all photographic images and video or audio recordings made by Don Sunshine Ministries during the Participant's Activities with Don Sunshine Ministries, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other: Participant has carefully read this Release and fully understands and voluntarily accepts the terms and conditions stated herein on behalf of Participant and Participant's heirs, executors, personal representatives, successors and assigns. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. In the event of any action or proceeding commenced with respect to this Release, such action or proceeding shall be commenced in the Commonwealth of Pennsylvania, and venue shall be restricted to Berks County. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Participant: _____

Witness: _____

Emergency Contact Information:

In Case of Emergency Contact: _____

Relationship: _____

Address: _____

City, State, Zip: _____

Phone: _____