

Cornerstone Retreat Center, NFP

General Waiver and Release of Liability



Property Address: 16260 E 350th Street, Orion, IL 61273

Please read this Waiver and Release of Liability carefully before signing. By signing this document, you acknowledge that participation in activities and use of the Cornerstone Retreat Center property involves inherent and other risks, including risks associated with outdoor and natural environments, recreational activities, games, equipment, weather, terrain, and the actions of other participants.

By signing, you voluntarily assume these risks and agree to release and hold harmless the parties identified below to the fullest extent permitted by law.

This Waiver is intended to serve as a **general release for events, programs, gatherings, retreats, recreational activities, and other activities conducted or hosted at Cornerstone Retreat Center** and does not need to be completed separately for each event unless specifically required by Cornerstone Retreat Center, NFP.

I understand that I may participate in, attend, observe, or otherwise be present at events, programs, retreats, gatherings, and activities conducted or hosted on the property of Cornerstone Retreat Center, NFP ("Cornerstone").

Description of Participation. Activities may be conducted indoors or outdoors and may include, but are not limited to: Walking, hiking, nature walks, and exploration of the property; Outdoor games, field games, team-building activities, and recreational activities; Sports and physical activities; Playground or recreational equipment; Campfires, fire pits, outdoor cooking, and related activities; Fishing or other permitted water-related activities; Use of trails, fields, wooded areas, open areas, and other portions of the property; Arts, crafts, educational, spiritual, wellness, and recreational activities; Group activities, retreats, workshops, and team-building exercises; Use of buildings, shelters, decks, patios, driveways, parking areas, walkways, and other facilities; Activities involving balls, athletic equipment, recreational equipment, or other activity-related equipment; Activities led or supervised by Cornerstone staff, volunteers, contractors, instructors, facilitators, or other individuals; and Other activities that may reasonably occur in connection with an event or program at Cornerstone. I understand that this list is illustrative and is not intended to identify every possible activity or risk associated with being on the property.

Acknowledgement of Risks. I understand and acknowledge that participation in activities and being present on the Cornerstone property involves inherent and other risks of injury, illness, property damage, or death. These risks may include, but are not limited to:

- Outdoor and Natural Environment Risks: Uneven, slippery, muddy, wet, or unstable ground; Rocks, roots, holes, ditches, slopes, embankments, and other terrain hazards; Grass, weeds, brush, branches, trees, fallen limbs, and other vegetation; Falling or falling objects; Insects, ticks, mosquitoes, bees, wasps, spiders, and other animals; Wildlife, including animals that may bite, scratch, sting, charge, or otherwise cause injury; Exposure to poison ivy, poisonous plants, allergens, or other environmental irritants; Weather conditions, including heat, cold, wind, rain, lightning, snow, ice, and severe weather; Sun exposure, dehydration, heat exhaustion, heat stroke, hypothermia, and other environmental conditions; (cont.)

(cont.) Natural bodies of water, ponds, streams, drainage areas, or other water hazards; Fire, smoke, hot surfaces, embers, and burns associated with campfires or fire-related activities; Remote or rural surroundings and potentially delayed access to emergency medical services; and Other natural or environmental conditions that may exist on or around the property.

- Recreational and Activity Related Risks. I understand that recreational and group activities may involve risks including: Slips, trips, and falls; Collisions with other participants or objects; Strains, sprains, fractures, dislocations, bruises, cuts, and other injuries; Overexertion or physical exhaustion; Injury resulting from the use or misuse of equipment; Injury resulting from another participant's actions or failure to act; Injury resulting from my own actions or failure to follow instructions; Accidental or unexpected contact with another participant; Failure of or improper use of recreational equipment; Risks associated with games, competitions, contests, challenges, or team-building activities; and Other risks inherent in recreational, educational, physical, spiritual, or group activities.
- Property and Facility Risks. I also understand that risks may arise from the use of or presence around: Buildings and structures; Stairs, steps, ramps, decks, porches, and walkways; Parking areas and driveways; Outdoor furniture and fixtures; Recreational equipment; Electrical equipment or outlets; Kitchen or food-service areas; Heating, cooling, or other mechanical equipment; Tools or equipment used during activities; Fireplaces, fire pits, grills, or other sources of heat; Temporary structures, tents, shelters, or event equipment; and Other property, facilities, equipment, or conditions associated with Cornerstone. I understand that not every hazard may be immediately apparent or known to Cornerstone.

Volunteer Participation and Assumption of Risks. I voluntarily choose to enter and/or remain on the Cornerstone property and participate in activities. I acknowledge that I have had the opportunity to ask questions regarding activities, facilities, or conditions that concern me. I understand that I am responsible for determining whether I am physically, mentally, and otherwise capable of participating in any particular activity. I voluntarily assume all risks associated with my participation and presence on the property, including risks that are known or unknown, foreseeable or unforeseeable, inherent or otherwise, to the fullest extent permitted by Illinois law.

Personal Responsibility. I agree to exercise reasonable care for my own safety and the safety of others. I agree to: Follow reasonable safety instructions and posted rules; Follow directions provided by Cornerstone personnel, volunteers, instructors, facilitators, or event leaders; Use reasonable care when participating in activities; Refrain from participating in activities for which I am not physically or otherwise capable; Immediately report unsafe conditions, injuries, accidents, or emergencies when reasonably able to do so; and Respect the property, facilities, equipment, and other participants. I understand that Cornerstone may require me to stop participating in an activity or leave an activity area if, in its reasonable judgment, my participation presents a safety concern.

Release and Waiver of Liability. In consideration for being permitted to enter the Cornerstone property and/or participate in activities, I hereby knowingly, voluntarily, and expressly **release, waive, discharge, and covenant not to sue**, to the fullest extent permitted by law, the following: **Cornerstone Retreat Center, NFP; The Cornerstone Project Services, LLC; their respective directors and members of the Board of Directors; officers; employees; agents; representatives; volunteers; facilitators; instructors; contractors; event leaders; and other persons acting on their behalf** (collectively, the "Released Parties"). This release applies to claims, demands, causes of action, damages, losses, (cont.)

(cont.) liabilities, costs, expenses, and attorney's fees arising out of or related to: My presence on or use of the Cornerstone property; My participation in any event, program, retreat, gathering, game, recreational activity, educational activity, wellness activity, or other activity; The use of any equipment or facilities; Conditions of the property; Natural or environmental conditions; Acts or omissions of other participants; Ordinary negligence of a Released Party, to the fullest extent such release is enforceable under applicable law; and Any other matter arising from my participation or presence at Cornerstone. This release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois.

Nothing in this Agreement is intended to release or waive liability that cannot legally be released or waived under applicable law.

Indemnification. To the fullest extent permitted by law, I agree to indemnify, defend, and hold harmless the Released Parties from claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorney's fees, arising from: My negligent or wrongful acts or omissions; My violation of applicable laws, rules, regulations, or Cornerstone policies; My misuse of the property or equipment; or My participation in activities in a manner inconsistent with reasonable safety instructions. This provision does not require me to indemnify a Released Party for liability that cannot legally be shifted to me under Illinois law.

Medical Treatment and Emergency Care. I understand that Cornerstone does not necessarily provide medical personnel or emergency medical services. In the event of an injury, illness, or medical emergency, I authorize Cornerstone personnel, volunteers, event leaders, or other responsible persons to seek emergency medical assistance on my behalf when reasonably necessary. I understand that I am responsible for my own medical expenses and that Cornerstone does not provide medical, accident, or health insurance for participants. I authorize emergency medical treatment when, in the reasonable judgment of responsible personnel, such treatment is necessary and I am unable to provide timely authorization.

Personal Property. I understand that Cornerstone is not responsible for loss, theft, or damage to personal property, including vehicles, clothing, electronic devices, recreational equipment, or other belongings brought onto the property. I assume responsibility for securing my personal property.

Photography, Video, and Recording. I understand that photographs, video recordings, or other media may be taken during Cornerstone events for organizational, educational, promotional, fundraising, or archival purposes. Unless I notify Cornerstone in writing that I do not consent to such use, I understand that my image or likeness may appear in photographs, video, or other media associated with Cornerstone activities.

Minors – Parent/Guardian Acknowledgement. If any participant (s) are under eighteen (18) years of age, the undersigned parent or legal guardian represents and warrants that he or she has the legal authority to sign this Agreement on behalf of the minor.

The parent or legal guardian acknowledges that he or she is responsible for the minor's supervision, safety, conduct, and compliance with applicable rules while the minor is present at Cornerstone, unless Cornerstone has expressly agreed in writing to provide supervision for a particular program. The parent or legal guardian understands and acknowledges that Cornerstone is not automatically assuming responsibility for supervising the minor merely because the minor is participating in an event or activity. The parent or legal guardian further acknowledges and agrees that the minor is subject to the risks described in this Agreement.

Parent/Guardian Release on Behalf of a Minor. To the fullest extent permitted by applicable Illinois law, the parent or legal guardian agrees to the release, waiver, assumption of risk, indemnification, and other provisions of this Agreement **on behalf of the minor participant** and agrees to release the Released Parties from claims arising from the minor's participation in or presence at Cornerstone. The parent or legal guardian understands that Illinois law may impose limitations on a parent's ability to waive or release certain claims belonging to a minor. Accordingly, this provision is intended to be enforced only to the maximum extent permitted by applicable law. The parent or legal guardian also agrees that, to the fullest extent permitted by law, he or she will not bring or maintain a claim against any Released Party arising from the minor's participation or presence that the parent or guardian has authority to waive or release under applicable law.

Parent/Guardian Responsibility. Parents and legal guardians remain responsible for their children while attending Cornerstone events unless Cornerstone has expressly assumed supervisory responsibility in writing for a specific program. Parents and guardians are expected to: Know where their children are; Monitor their children's activities as appropriate; Ensure that children follow safety rules and instructions; Prevent children from entering restricted or unsafe areas; Ensure that children use equipment appropriately; Communicate any relevant safety concerns to event personnel; and Remain responsible for their children's conduct and supervision unless otherwise specifically agreed in writing.

I understand that Cornerstone's employees, volunteers, facilitators, and event leaders are not acting as babysitters or personal supervisors for children attending general events.

Compliance with Rules and law. I agree to comply with all applicable federal, state, and local laws, regulations, property rules, posted signs, and reasonable instructions given by Cornerstone personnel or event leaders. I understand that certain areas or activities may be restricted or prohibited. I agree not to enter restricted areas or participate in activities that have been prohibited by Cornerstone.

Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified or limited to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict-of-law principles. To the extent permitted by law, any legal action arising from or relating to this Agreement or participation at Cornerstone shall be brought in a court of competent jurisdiction in the State of Illinois.

Acknowledgement of Understanding. By checking the box, I acknowledge that: I have carefully read this entire Agreement; I understand the nature of the activities and risks described above; I understand that outdoor and recreational activities involve risks of injury, illness, property damage, and death; I voluntarily choose to participate and/or enter the Cornerstone property; I understand that I am responsible for my own safety and conduct; I understand the provisions concerning minors and parental responsibility; I understand the release and waiver provisions; I understand that I am giving up certain legal rights, including the right to bring certain claims against the Released Parties; I have had an opportunity to ask questions before signing; I am signing this Agreement voluntarily and without coercion; and I intend for this Agreement to be legally binding upon me and, to the extent permitted by law, my heirs, personal representatives, successors, and assigns.