

## **Quiltville Inn Retreat**

## Waiver of Liability

By signing the Agreement, the Quiltville Inn Retreat Guest releases all claims and liabilities against the Management and agrees that the Management shall not be responsible for any injury caused while in or on the Property.

The signing of this Agreement signifies the acceptance of the terms and conditions in full. The Management shall hereby be held harmless and the guest hereby expressly waives any and all claims against said Management for any personal injuries to themselves on the Property during the Rental Period or damage to personal property. This includes claims or personal injuries sustained in any way, or any loss or damage to property caused by fire, water, deluge or overflow or explosion, howsoever arising or caused, or for loss of any articles by theft from the Property.

- I understand that Quiltville Inn Retreat and Quiltville, LLC is not responsible for my safety and I knowingly and voluntarily agree to assume any and all risks associated with participation in the above-described retreat.
- I also acknowledge that my participation in the retreat and workshop is optional and that my participation would not have been permitted without this waiver and release.
- To the maximum extent permitted by law, I release Quiltville Inn & Quiltville LLC, its trustees, officers, faculty, employees, representatives, agents, or anyone accompanying this trip, or their heirs or estates, in their official and individual capacities (collectively, Quiltville Inn & Quiltville LLC) from, and agree not to sue Quiltville Inn & Quiltville LLC for, any and all claims and causes of action for loss of or damage to property, bodily or personal injury, loss of companionship or support, or death sustained by me or third parties arising out of any activity or travel associated with my participation this retreat/workshop.
- I agree to defend, indemnify and hold harmless Quiltville Inn Retreat & Quiltville LLC for any and all losses, expenses, claims, judgments and liabilities (including attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in connection with the retreat/workshop including, but not limited to, damage to property, any injuries or death sustained by any person(s) as a result of my actions or inactivity. I further understand that nothing stated herein shall relieve me from my obligation to uphold and support all rules and regulations for participation in the retreat/workshop, as set forth by Quiltville Inn Retreat & Quiltville LLC.

- I understand and acknowledge Quiltville Inn Retreat & Quiltville LLC is not providing supervision with respect to the retreat/workshop, and that I am responsible for my individual conduct, health and safety at all times.
- I am in good health, have no known physical conditions that affect my ability to participate in a quilting retreat, and have not been advised otherwise by a medical practitioner. I agree that Quiltville Inn & Quiltville LLC is in no way responsible for any accident or health costs or medical care.
- I grant to the representatives of Quiltville Inn Retreat & Quiltville LLC full authority to take
  whatever action it deems is warranted under the circumstances regarding my health or safety in
  connection with my participation in this retreat/workshop, including the provision of any
  emergency first aid, medication, medical treatment, or surgery deemed necessary by medical
  personnel. This authority will permit Quiltville Inn Retreat & Quiltville LLC, at its discretion, to
  place me, at my own expense, in a local hospital for medical services and treatment, or, if no
  hospital is available, to place me in the hand of a local medical doctor for treatment. Quiltville
  Inn Retreat & Quiltville LLC is further authorized to transport me back home, at my own
  expense, for medical treatment if, in consultation with local medical authorities, this is deemed
  to be necessary. I also authorize medical personnel to execute any documents relating to
  medical attention and to act on my behalf, if I am unable to do so.
- I represent that my agreement to the provisions herein is wholly voluntary, and further understand that, prior to signing this agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.
- This agreement represents my complete understanding with Quiltville Inn Retreat & Quiltville LLC Quiltville Inn Retreat & Quiltville LLC's responsibility and liability for my participation in the retreat/workshop, supersedes any previous or contemporaneous understandings I may have had with Quiltville Inn Retreat & Quiltville LLC on this subject, whether written or oral.
- This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Waiver shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws provisions.
- Any claims, disputes, or legal proceedings arising in connection with this Waiver shall be brought solely in Grayson County, Virginia and I hereby consent to the jurisdiction of such courts. Any provisions found to be void or unenforceable shall not affect to the validity or enforceability of any other provisions.
- This Waiver may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto.

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

Signature of Participant	 Date:
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