

## Release of Liability for Breathing Life International

In exchange for participation in the activity of New Breed Men's Camp: organized by Breathing Life International, of 803 W Kilarea Ave, Mesa, AZ 85210 and /or use of the property or facilities and services of Breathing Life International, I, \_\_\_\_\_, agree for myself to the following:

- 1) **Agreement to Follow Directions;** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Breathing Life International, or the employees or representatives or agents of Breathing Life International.
- 2) **Assumption of Risks and Release;** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and further release and discharge Breathing Life International for injury loss, or damage and arising out of my use or presence upon the facilities of Breathing Life International, whether caused by the fault of myself, my family, Breathing Life International or other third parties.
- 3) **Indemnification;** I agree to indemnify and defend Breathing Life International against all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees and other litigation costs, which may in anyway arise from my presence upon the facilities of Breathing Life International.
- 4) **Fees;** I agree to pay for all damages to facilities of Breathing Life International cause by any negligent, reckless or willful actions by me.
- 5) **Applicable Law;** any legal or equitable claim that may arise from participation in the above shall be resolved under Arizona law.
- 6) **No Duress;** I agree that I am under no pressure or duress to sign this agreement and that I have been given reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Breathing Life International has offered to refund any fees I have paid to use the facilities if I chose not to sign this agreement.
- 7) **Arm's Length Agreement;** This agreement and each of its terms 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 provisions, 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 the drafter of specific terms, language, or provisions 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 provisions shall be deemed not to be part of this agreement.
- 9) **Emergency Contact;** In case of emergency, please call: \_\_\_\_\_.

(Relationship) \_\_\_\_\_ at \_\_\_\_\_

I have read this document and understand it. I further understand that by signing the release, I voluntarily surrender certain legal rights.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_