



# *The Ramsdell*

Regional Center for the Arts

## **RELEASE OF LIABILITY**

In exchange for participation in the activity of \_\_\_\_\_, known as "THE ACTIVITY," organized by Ramsdell Regional Center for the Arts (RRCA), of 101 Maple St, Manistee, MI 49660 and/or use of the property, facilities and services of Ramsdell Regional Center for the Arts, I agree for myself and (if applicable) for the members of my family, 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 RRCA, or the employees, representatives or agents of RRCA.
2. **ASSUMPTION OF THE 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 (if applicable) my family members, and further release and discharge RRCA and the City of Manistee for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of RRCA, whether caused by the fault of myself, my family, RRCA or other third parties.
3. **INDEMNIFICATION.** I agree to indemnify and defend RRCA and the City of Manistee against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of RRCA.
4. **FEES.** I agree to pay for all damages to the facilities of RRCA caused by any negligent, reckless, or willful actions by me or my family.
5. **CONSENT.** I, \_\_\_\_\_ (print) of \_\_\_\_\_ (list address), consent to the participation of myself and the following family members \_\_\_\_\_ (write n/a if not applicable), in THE ACTIVITY, and agree on behalf of the above family member names listed (if applicable), to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of the names listed, including myself and my family members.
6. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Michigan law.

7. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a 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 RRCA has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
8. 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 the status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
9. 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 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 provision shall be deemed not to be part of this Agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

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By (please print)

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Date