

**THE STILL PLACE VOLUNTEER  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY  
AGREEMENT**

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In consideration of being allowed to participate in or for being allowed to volunteer or to work for, or for any purpose participate in any way in the various activities sponsored by The Still Place, Inc., whether on the premises located at 136 Crossover Lane or 123 Compass Meadows Drive, Hayesville, North Carolina 28904 or off site where The Still Place, Inc., is conducting, sponsoring, facilitating, and/or is in any way connected with or assisting to facilitate the activity. The activities may include but not be limited to swimming, paddle boarding, kayaking, boating, hiking, nature activities, horseback riding, agritourism such as farm visits, equestrian facilities, zip-lining, gem mining, and activities at local, county, state and national parks. To the extent that there will be water activities, The Still Place, shall not be responsible for providing lifeguard services.

**THE UNDERSIGNED**, for himself, herself, his/hers personal representatives, heirs, and next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering the area or property where he/she will be participating in any activity sponsored and/ or facilitated by The Still Place, Inc. will inspect, and will continuously thereafter, inspect such property or area and all portions thereof which he/she enters and with which he/she comes in contact, and he/she does further warrant that his /her entry upon such area or areas and his/her participation, if any, in any activity held on the area or property constitutes an acknowledgment that he/she has inspected such property and that he/she finds and accepts the same as being safe and reasonably suited for the purpose of his/her use, and he/she further agrees and warrants that if, at any time, he/she is on or about said property and he/she feels anything to be unsafe, he/she will immediately advise The Still Place, Inc, representative, whether it be an employee or volunteer of such concern and will leave the area about which he/she has concern.

**THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin,**

**1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** The Still Place Inc, participants, owners and lessees of premises used to conduct the various activities and each of them, their officers and employees, INCLUDING, BUT NOT LIMITED TO contractors and volunteers, all for the purposes herein referred to as "Releasees" from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon any area in which activities are facilitated and/or promoted by The Still Place, Inc., and /or serving, working for, or for any purpose participating in activity that the undersigned may engage in while in any area facilitated and/or promoted by The Still Place, Inc.

**2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the Releasees and each of them from all loss, liability, damage or cost they may incur due to the presence of the undersigned in or upon the area or property or in participating in any activity within the area or property and whether caused by the negligence of Releasees or otherwise.

**3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE**, due to the negligence of the Releasees or otherwise while the undersigned is in or upon the area or property, and/or participating in, observing, working for, volunteering for or for any purpose participating in any activity being conducted within the area or property.

**4. HEREBY GIVE MY PERMISSION TO THE STILL PLACE, INC TO USE PHOTOS OR VIDEO TAKEN OF MYSELF AND OR CHILDREN UNDER THE AGE OF 18.** I may at any time withdraw permission for pictures or video footage to be used by submitting withdrawal in writing.

**EACH OF THE UNDERSIGNED further expressly agrees that the foregoing Release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which the event is conducted and that if any portion therein is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

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**THE UNDERSIGNED ALSO ACKNOWLEDGES THAT DAWN M. GRINENKO AND CRAIG KITCHENS ARE MEDICAL DOCTORS BY PROFESSION YET WILL NOT BE PRACTICING MEDICINE IN CONNECTION TO THE ACTIVITIES SPONSORED AND SUPERVISED BY THE STILL PLACE, INC. TSP DOES NOT PROVIDE THROUGH ITS VOLUNTEERS OR EMPLOYEES, ANY MEDICAL SUPPORT OR HEALTH CARE SERVICES TO PARTICIPANTS. IF MEDICAL SERVICES BECOME NECESSARY, OBTAINING THOSE SERVICES WILL BE THE SOLE RESPONSIBILITY OF THE PARTICIPATING FAMILY.**

**THIS DOCUMENT SHALL BE EXECUTED BY ALL INDIVIDUALS WHO ARE ATTENDING A THE STILL PLACE RETREAT. THIS SHALL INCLUDE ALL FAMILY MEMBERS, FRIENDS AND RELATIVES WHO ARE PRESENT FOR ALL OR A PORTION OF THE RETREAT.**

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the forgoing written agreement have been made. In any suit brought to enforce or release of any subject addressed by the Release, the prevailing party shall be entitled to attorney fees in preparation for, trial, and on appeal.**

This Release shall be governed by and construed under the laws of the state of North Carolina and if suit is brought, suit must be brought in Clay County, North Carolina.

**I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS. I UNDERSTAND I ASSUME ALL RISK INHERENT IN PARTICIPATING IN ANY ACTIVITY SPONSORED, AND/OR FACILITATED BY THE STILL PLACE, INC., REGARDLESS OF LOCATION. I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE TO THE ABOVE PROVISIONS. I AM AWARE THAT BY SIGNING THIS RELEASE THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. I ALSO SWEAR THAT I AM OVER 18 YEARS OF AGE.**

**PARTICIPANT**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
\_\_\_\_\_(\_\_\_\_\_)\_\_\_\_\_  
Please print

Address: \_\_\_\_\_  
Street City, State, Zip

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_

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