



Registration Form
ANC Fall Women's Retreat
October 26-28, 2018

ASSUMPTION OF RISK, WAIVER AND RELEASE

IMPORTANT NOTICE: YOUR REGISTRATION IS EXPRESSLY MADE SUBJECT TO THE TERMS AND CONDITIONS OF THE RELEASE AND INDEMNITY AGREEMENT BELOW. PLEASE CAREFULLY READ, SIGN, AND RETURN WITH YOUR DEPOSIT.

YOU WILL NOT BE CONFIRMED ON THE TRIP UNTIL YOU HAVE SIGNED THE RELEASE AND INDEMNITY AGREEMENT

RELEASE AND INDEMNITY AGREEMENT

Each registrant named on this document desires to participate in the tour(s) listed thereon. Therefore, each registrant knowingly and voluntarily WAIVES, RELEASES, SAVES, HOLDS HARMLESS and INDEMNIFIES All Nations Church, its agents, servants, employees, shareholders, officers, directors, attorneys, contractors and subcontractors, past, present, and future, and their respective heirs, legal and personal representatives, successors and assigns (collectively, "Released Parties"), and all of their respective properties, assets and interests ("Released Property") from, any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known or unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequences thereof, directly or indirectly resulting from, incident to, in connection with, or arising out of that registrant's participation in the tour(s) (collectively, "Claims").

IT IS MY/OUR INTENTION THAT THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ALL OF THE CLAIMS WITHOUT LIMIT AND, TO THE FULLEST EXTENT ALLOWED BY LAW, REGARDLESS OF WHETHER FOUNDED, IN WHOLE OR IN PART, ON ANY NEGLIGENT ACT OR OMISSION OF ANY OF THE RELEASED PARTIES, REGARDLESS OF THE DEGREE OF NEGLIGENCE.

I/we have received and read a copy of the Reservations and Payment Schedule and the Participant Obligation clause, as contained within the detailed itinerary for the tour, by reference for all purposes, and I/we understand, consent to and agree to be bound by the conditions and provisions stated in those policies and that clause. Except for the health problems listed in this document, each registrant is in good physical health and able to tolerate the physical demands of the tour(s).

Any controversy, claim or cause of action arising out of or relating to this Release and Indemnity Agreement or the performance by the Released Parties of their obligation of the tour, including, without limitation, any claim or cause of action relating to bodily injury, property damage or death, shall first be submitted by Registrant and the

Released Parties to non-binding mediation in Virginia. If the controversy is not settled at mediation, the controversy, claim or cause of action shall be submitted, at the sole discretion of Released Parties, to arbitration in Virginia, in accordance with the rules of the American Arbitration Association then existing and applying the laws of the state of Virginia. No waiver of this agreement to arbitrate shall be enforceable on the parties, and judgment hereon may be entered by a court in Virginia having subject matter jurisdiction.

If Released Parties do not elect to have a controversy, claim or cause of action submitted to arbitration, exclusive jurisdiction and venue for any suit based upon a claim otherwise subject to arbitration under this agreement shall be in Virginia. Released Parties shall have the right, even after suit is filed, to require submission to arbitration by motion filed in the case within 120 days after service of process, summons, citation or statement of claim on Released Parties.

Registrant and Related parties agree and stipulate that this agreement to arbitrate and the related agreements and transactions are in or affect interstate commerce.

This agreement to mediate, arbitrate, or submit controversies or claims to courts does not waive or modify the Release and Indemnity as contained in this Release and Indemnity Agreement.

I/we have read and understand this Release and Indemnity Agreement, which contains the entire and final agreement relating to the subject matter thereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns.

If any provision of this Release and Indemnity Agreement is determined to be void, unenforceable, ineffective, or against public policy, that provision shall be disregarded and deemed removed from this Release and Indemnity Agreement and shall not affect the remaining provisions of this Release and Indemnity Agreement.

The terms of this Release and Indemnity Agreement are contractual and not mere recitals.

THIS RELEASE AND INDEMNITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF VIRGINIA. VENUE FOR ANY ACTION OR LAWSUIT BETWEEN REGISTRANT, ALL NATIONS CHURCH, AND ANY OTHER RELEASED PARTY ARISING OUT OF THIS AGREEMENT OR THE TOURS OFFERED BY ALL NATIONS CHURCH. SHALL BE IN VIRGINIA.

I have read the foregoing Release and Indemnity Agreement, understand the Release and Indemnity Agreement, and agree to be bound by the Release and Indemnity Agreement. If more than one client is registered from the same household, both signatures are required on this form.

Signature_____

Name_____

Date_____