

IMMACULATE HEART COMMUNITY  
RELEASE AND WAIVER OF LIABILITY FORM

I, \_\_\_\_\_, acknowledge, agree and represent that I am aware that La Casa de Maria and its Center for Spiritual Renewal (referred to below as "Facility") (located at 800 El Bosque Road and 888 San Ysidro Lane, collectively referred to as "Site") is undergoing reclamation and construction and that a construction site is a dangerous environment, despite the precautions for safety taken by the Facility and any contractors performing work at the Site. I further agree and warrant as follows (please initial each clause):

\_\_\_\_\_ 1. To the fullest extent permitted by law, I hereby release, waive, discharge and covenant not to sue the Immaculate Heart Community ("IHC") or the Facility, and their individual officers, administrators, employees, agents, contractors, and subcontractors acting officially or otherwise, from any and all harm that occurs to myself and/or liability which arises out of my participation in the site tour or activities on site; including, but not limited to, liability for property damage or loss, or bodily, personal or mental injury, including death.

\_\_\_\_\_ 2. I further agree to hold harmless and indemnify IHC and the Facility against any liability arising from my negligence or otherwise and from damages of any kind as a result of my participation in the site tour or activities on the site.

\_\_\_\_\_ 3. I acknowledge that it is my sole responsibility to evaluate carefully the risks inherent in visiting the site and that I have fully considered those risks, including, without limitation, dangers posed by willful or negligent conduct of myself and/or by others. Such dangers may include exposure to environmental contaminants, including dust, hazardous materials, mold, or biological contamination. I understand that I am accepting full responsibility for determining my physical ability to move about the site and any health risks to which I am being exposed.

\_\_\_\_\_ 4. I acknowledge and voluntarily assume full responsibility for, and full risk of, property damage or loss, or bodily, mental, or personal injury, including death, relating to my participation in the site tour or activities on site.

5. In addition, by visiting the Site, I agree to the following:

\_\_\_\_\_ a. I will stay together with whatever group I am with and in close proximity to my Site tour leader or Facility representative.

\_\_\_\_\_ b. I will follow all directions and instructions of my Site tour leader or Facility representative.

\_\_\_\_\_ c. I will not go to places on the site that I have not been cleared to visit.

\_\_\_\_\_ d. I will not leave the presence of my Site tour leader or Facility representative.

\_\_\_\_\_ e. I will not remove anything from the site without permission from my Site tour leader or Facility representative.

\_\_\_\_\_ f. I will wear appropriate footwear and a protective mask as directed by my Site tour leader or Facility representative, and understand that I may be asked to leave if my footwear is not adequate or if I refuse to wear a protective mask.

\_\_\_\_\_ g. I will not seek access to the site at times or for purposes outside of the terms of this release form and waiver as noted below.

\_\_\_\_\_ 6. I agree that if any portion of this document is held invalid, the remaining provisions shall be binding and continue in full force and effect.

I have read this Release and Waiver of Liability Form carefully, understand its significance, and voluntarily agree to all of its terms.

The area of the Facility being visited: \_\_\_\_\_

On what date(s): \_\_\_\_\_

For the purpose of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
VISITOR - Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If visitor is under 18 years of age, a parent or legal guardian must authorize the visit and ensure proper supervision for their child/ward.

\_\_\_\_\_  
PARENT/GUARDIAN OF CHILD VISITOR  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immaculate Heart Community Representative  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Release Completion