

***BENEDICTINE MONASTERY OF THIEN TAM (Heavenly Heart)***  
***A Roman Catholic Benedictine Monastery and Retreat Facility***

**Release and Waiver of Liability and Agreement to Indemnify**

<b>Participant:</b>	
<b>Activity:</b>	
<b>Begin Date/Time:</b>	<b>End Date/Time:</b>
<b>Sponsor (Parish/School/Organization):</b>	

The Monks of the Benedictine Monastery of Thien Tam (Heavenly Heart) welcome you to our Monastery grounds for the Activity listed above. The Monastery is located on over 200 acres, much of which is still in its natural and untouched state. As a result, it is very important to be cautious and keep a lookout when walking the grounds or partaking in any activities at the Monastery. For your safety and the safety of others at the Monastery, please make sure to be watchful of where you are stepping and what you touch. Because the Monastery is located in the country, you may see or encounter snakes, various types of insects including but not limited to scorpions and other stinging insects, wild animals, and poison ivy and oak. Please use caution and do not enter tall grassy areas, as these may conceal uneven terrain and other potential hazards.

The participant, or if the participant is under 18 years of age, the participant’s parent or guardian, (collectively, the “Participant”) agrees to:

- **Abide by all** rules, regulations, policies, and posted warning signs of the Monastery while on the Monastery grounds, and to comply with all verbal and written instructions of Monastery staff or representatives, including without limitation:
  - No wading, swimming, or diving into the pond at the Monastery,
  - Absolutely no smoking anywhere on Monastery grounds,
  - No possession or consumption of any alcoholic beverages (wine provided by the Monastery for celebration of Mass excepted) or controlled substance on Monastery grounds;
- **Act in a safe, respectful, and responsible manner on** the Monastery grounds;
- **Assume and accept all risks** arising out of, associated with, or related to Participant’s presence at the Monastery, participation in the Activity and any volunteer work, retreats, seminars, activities (sports-related or not) or other programs at the Monastery;
- **Give my consent and permission** for Participant to attend the Activity at the Monastery; and
- **Release and waive** any and all claims that I may have against the Benedictine Monastery of Thien Tam, Inc., Subiaco Cassianese Congregation, Sponsor, the Roman Catholic Diocese of Dallas, Most Rev. Edward J. Burns, D.D. and his successors in office as the Bishop of Dallas, and their employees, agents, representatives, and volunteers (collectively, “Releasees”) arising from Participant’s participation in the Activity and presence at the Monastery. I agree to fully and finally **INDEMNIFY AND HOLD RELEASEES HARMLESS** (including for attorneys’ fees, costs, expenses, and all damages) from liability for or arising out of any property loss, property damage, breach of contract, negligence, Deceptive Trade Practices Act violation, personal injury or death, including personal

injury or death to others caused by my negligence or intentional misconduct, **WHETHER OR NOT SUCH LOSS, DAMAGE, OR VIOLATION WAS THE FAULT OF OR CAUSED BY THE ACTUAL OR ALLEGED NEGLIGENCE OF RELEASEES.** I understand that Releasees other than Sponsor have no supervisory responsibilities in connection with the event or transportation to and from the event.

**Acknowledgement of Parent/Guardian and Consent to Treatment (if Participant is under 18 years of age):**

In case of emergency, I/we the undersigned parent(s), conservator(s), and/or guardian(s) of the minor child Participant listed above understand that every effort will be made to contact me. In the event that I cannot be reached, do hereby authorize Sponsor and/or Monastery and its employees, contractors, and adult volunteers as our agent(s) to consent to any emergency transportation, x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment or hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician or surgeon licensed under the laws of Texas, whether such diagnosis or treatment is rendered at the office of said physician, at a hospital, or at any other location.

I/we understand that this authorization is given in advance of any specific treatment or diagnosis, but is given to provide authority and power of treatment or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable. This authorization is given pursuant to the provisions of Chapter 32 of the Texas Family Code. This authorization shall remain effective for up to one year from the date of completion of this form, unless sooner revoked in writing delivered to said agent(s). We further agree that if Participant is covered by any accident, medical, or other insurance policy which will be implicated in the event Participant is injured at the Monastery, that coverage by such insurance policy shall be primary over and above any insurance coverage maintained by Monastery.

This agreement binds Participant and Participant's family members, spouse, heirs, assigns, and personal representatives. I/we am/are legally authorized to sign on behalf of Participant, his/her parents, siblings, family members, and any other legal guardian.

**Acknowledgement and Signature:**

By my signature below, I acknowledge and understand that I have read and understand and agree to the terms of this Agreement; that this is a legal Agreement that is binding upon myself and my heirs, executors, administrators, successors and assigns; and that by signing this Agreement voluntarily, I am agreeing to abide by its terms and I am waiving certain legal rights that my child or I may have.

\_\_\_\_\_  
*Signature of Parent or Guardian (Date)*

\_\_\_\_\_  
*Signature of Participant (Date)*

\_\_\_\_\_  
*Printed Name of Parent or Guardian*

\_\_\_\_\_  
*Printed Name of Participant*