



# THE WESLEY COMMUNITY

J. BRIAN NEALON, CEO

www.thewesleycommunity.org

## Waiver and Release of Liability

1. By signing this Waiver and Release of Liability (Agreement), I waive and release Wesley Health Care Center Inc. , its agents, servants, employees, insurers, successors and assigns from any and all claims, demands, causes of action, damages or suits at law and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence or involvement at the facility.

This waiver and release is intended to and does release Wesley Health Care Center Inc. from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Wesley Health Care Center Inc. negligence. This is not intended to release Wesley Health Care Center Inc. from any liability resulting from their intentional conduct.

I further covenant and agree not to institute any claims or legal action against Wesley Health Care Center Inc. for any claim released by this Agreement. I further agree that should any claim be made against Wesley Health Care Center Inc. in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) Wesley Health Care Center Inc. for any such claim and expenses including attorney’s fees and costs incurred by Wesley Health Care Center Inc. in defending themselves or security indemnity hereunder.

2. I understand that Wesley Health Care Center Inc. is not responsible for any lost, stolen, or damaged valuables or property.

3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Wesley Health Care Center Inc. for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by Wesley Health Care Center Inc., will void and terminate this Agreement and may result in loss of the ability to use the facility.

I am signing this Agreement freely, voluntarily and competently and am at least eighteen (18) years of age.

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*This Waiver and Release of Liability Form is a guideline. It does not address potential compliance issues with federal, state or local law, and it is not meant to be exhaustive or construed as legal advice. The contents of this waiver, and the extent of its effectiveness in court, may be affected by state law. Consult your licensed commercial property and casualty representative at Marshall & Sterling Upstate, Inc. or legal counsel to address possible compliance requirements.*

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