

Riverbend Retreat Liability Agreement

Riverbend Retreat is the name we feel reflects God's purpose for the riverfront property He has given us. In seeking to be good stewards of this place, we have drawn up this agreement to make clear what the expectations are for those who visit. Our desire is that all who come enjoy God's presence and are refreshed by the natural beauty here while remaining safe and careful at the same time. Please read this agreement thoroughly and sign and date it below.

Article 1, Liability

I/we agree to waive any and all liability against Stephen C. Plog, and Lisa P. Plog, their family members, New Siloam Ministries, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. for any injury, death, loss, or damage caused to myself and/or my family members due to my/our residing at Riverbend Retreat located at 2787 Westside Road, Bonners Ferry, Idaho, 83805, hereafter referred to as "Riverbend Retreat".

I/we acknowledge that the buildings and facilities at Riverbend Retreat may not meet Idaho health and safety standards or codes, and I/we, therefore, assume and accept any health and safety risks I, or my family members or guests, may incur because of this including, but not limited to, death by drowning, animal mauling by bear, mountain lion, moose, or other wild animal or equine animal. I further acknowledge that this property does not have child safety features including, but not limited to, safety latches on doors and cupboards, safety gates at the top and bottom of interior and exterior stair cases, fencing around the property, fencing on the Kootenai River's edge, fencing around the pasture or the pasture drainage ditch or the pasture pond. This property also has hot electric fencing around the pasture.

Article 2, Indemnity

I/we agree to indemnify and defend Stephen C. Plog and Lisa P. Plog and New Siloam Ministries, and shall hold them harmless as well as their family members, agents, employees, representatives, principals, lessors, lessees, vendors, contractors, subcontractors, etc. against any and all demands, claims, suits, actions, causes of action, etc. for any injury, illness, death, loss or damage that arises out of or relates in any way to my/our stay at Riverbend Retreat.

Article 3, Claims In the event that either party to this Agreement seeks to assert any claim against the other party for any reason in connection with this Agreement or the activities of the other party under it, the party asserting claim shall, within one hundred eighty (180) days of learning of the circumstances giving rise to the claim, reduce it to writing (stating the nature of the claim and amount of relief sought) and serve it on the other party. Any claim for liability under this Agreement not made in compliance with this Paragraph is waived.

Article 4, Arbitration of Disputes All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may serve on the other a written demand for arbitration within 180 days after the dispute first arises. Any demand for arbitration of a claim served in compliance with Article 5 above shall be contained within and served with the written claim. The arbitration shall be conducted by three arbitrators (one appointed by Stephen C. Plog or Lisa P. Plog, one by me/us, and a third by the other two arbitrators) in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay its own costs in connection with the arbitration, and costs of the arbitrators shall be paid in equal amounts by the parties.

Article 5, Severability If, for any reason, any provision or provisions of this agreement are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation or affect those portions of this agreement that are valid.

Article 6, Captions The captions of sections/articles and subsections contained in this agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this agreement.

Article 7, Safety For safety reasons, all potential guests who are currently using (or recently have used) mood-altering medications or substances which can impair balance/judgment, either recreationally or under prescription, are subject to preapproval before attending Riverbend Retreats. Please check one statement below:

YES, I currently use or have recently used mood-altering medications or substances which can impair my balance/judgment. (If checked, please contact Steve Plog before signing this agreement -- stephencplog@gmail.com)

NO, I am not currently using nor have recently used mood altering medications or substances which can impair my balance/judgment.

We also ask that guests refrain from smoking/vaping while on the property.

Article 8, Final Agreement I/we agree to recompense Stephen C. Plog or Lisa P. Plog for the replacement costs of any damage caused by me or my guests to the property or its contents including, but not limited to, dishes, furniture, windows, appliances, buildings, etc.

Name (printed)

Name (signed)

Date