

TRIBUTARY RETREAT & TRAINING CENTER, INC.

REGISTRATION AND GUEST AGREEMENT

GUEST NAME AND ADDRESS: _____

(list all family members and addresses)

TELEPHONE NUMBER: _____

(list mobile or other primary numbers for all adult Guests)

RESPONSIBLE PERSON(s): _____

(for each Guest under 21 years of age, Responsible Person(s) must be designated)

EMERGENCY CONTACT: _____

(list names and contact information for person(s) to be contact in case of emergency)

CHECK IN/CHECK OUT: _____

(“Term” - list dates of Guest(s) permitted to use the Facilities)

CABIN: _____

(list CABIN assigned to Guest(s) during stay)

RATE/TOTAL: _____

(list nightly rate and total amount due for use of the Facilities)

USE OF PREMISES. TRIBUTARY TRAINING & RETREAT CENTER, INC. (“Tributary”) hereby permits the Guest(s) listed above to use the property known as the Tributary Retreat & Training Center. Inc. located at 506 Sunny Lane Dr just off of Turkey Pen Springs Road (CR 62), Harriet, Arkansas 72639, including all facilities, improvements, roads and other appurtenances (“Facilities”), subject to the following terms and conditions but excluding any areas designated as “Restricted Access” areas and the following areas: _____ (list of areas under repair or otherwise identified as non-access at the time of registration).

TERM OF USE. The Guest(s) may begin using the Facilities on _____ and shall vacate the Facilities on or before the Check Out Date listed above (the “Term”).

CONDITION OF USE. The Facilities is intended to be a place of rest, relaxation and training for missionaries and their families returning from foreign missions. Guest(s) agree to use the Facilities for these purposes and understand the importance of being respectful of others’ similar use of the Facilities. As such, Tributary reserves the right to temporarily or permanently suspend the right of use granted herein if, in the sole opinion of Tributary, any Guest(s) contravenes the purpose of the Facilities. All Guests must be at least 21 years old. Any Guest(s) under 21 years old must be supervised by a parent or other responsible person designated at check in.

CABINS. The Cabins shall be in good working order and repair and contain a designated number of beds and mattresses as well as kitchen utensils, dishes and other household equipment. Guest(s) must provide their personal hygiene supplies/toiletries, food and beach towels if going swimming while in Arkansas. At check-in Guest(s) will be supplied with an inventory of linens and towels for use in the Cabin. There are limited washer/dryer facilities available for use if linens or towels need to be washed during your stay at the Facilities. Guest(s) shall confirm the inventory upon arrival and note any missing or damaged items as well as any other conditions that may require attention of the Tributary custodial staff. All repairs and maintenance shall be performed by the Tributary personnel. At check-out Guest(s) and the Tributary personnel will inventory the Cabin. Guest(s) shall return the Cabin at the end of their stay in the same condition as check in, ordinary wear and tear excepted. Guest(s) are responsible for any damage or loss of inventory that occurs during Guest(s)' stay regardless of the cause but excluding damage due to weather or other events beyond the control of the Guest(s).

UTILITIES. Water, electricity and trash disposal for normal use of the Facilities shall be provided. Excessive use of utilities may result in temporary or permanent suspension of use of the Facilities.

HEALTH AND SAFETY. Tributary does not provide medical supervision, treatment, maintenance or dispensing of medications. Guest(s) are responsible for their own medical supervision and treatment. IN THE EVENT OF A MEDICAL OR OTHER EMERGENCY CONTACT see Tributary HASP 4.5 Contacts.

COMPLIANCE WITH RULES. Each Guest will conduct himself/herself in a safe manner, follow all instructions given by the Tributary personnel and custodial staff, and not interfere with the activities being conducted at the Facilities or others' use thereof. In addition, each Guest shall comply with all applicable local, state, and federal laws, rules and regulations and all commonly accepted standards for conducting activities at the Facilities. Except as expressly permitted after proper instruction and training, no Guest(s) shall attempt to use or tamper with any of the machinery, equipment, or other implements located on the Facilities property and shall follow all rules designed for safety at all times while at the Facilities. In particular, certain areas of the Facilities may be posted as "off limits" and the Guest(s) shall observe and comply with this restriction as well as posted speed limits, designated parking areas, and designated outdoor cooking areas.

PROHIBITIONS. Hunting, fireworks, explosives, flammable materials, poisonous substances, firearms and ammunition, smoking, alcohol, illegal drugs, loud noise and obnoxious odors are prohibited.

ASSUMPTION OF RISK AND RELEASE. EACH GUEST ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED BY GUEST WHILE ON THE PROPERTY REGARDLESS OF THE CAUSE OF SUCH INJURY, DEATH, OR PROPERTY DAMAGE, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF TRIBUTARY OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES (TOGETHER, THE "TRIBUTARY GROUP"). EACH GUEST, ITS LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS, DO HEREBY RELEASE WAIVE AND FOREVER DISCHARGE OWNER FROM ANY AND ALL LOSS OR LIABILITIES CLAIMED BY OR THROUGH GUEST, ITS LEGAL REPRESENTATIVES, HEIRS AND ASSIGNS, ARISING OUT OF INJURY TO ANY PERSON OR PROPERTY, REGARDLESS OF THE CAUSE OF SUCH INJURY, WHETHER CAUSED BY THE NEGLIGENCE OF THE

TRIBUTARY GROUP OR OTHERWISE, BUT EXCLUDING SUCH INJURY CAUSED BY OWNER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

INDEMNIFICATION. EACH GUEST AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS, THE TRIBUTARY GROUP FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, SUITS, DEMANDS, JUDGMENTS, COSTS, FINES, PENALTIES, INTEREST AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES AND DISBURSEMENTS INCURRED IN ANY ACTION OR PROCEEDING) SUFFERED OR INCURRED BY ANY MEMBER OF THE TRIBUTARY GROUP WHICH ARISE FROM OR ARE IN CONNECTION WITH GUEST'S VISIT TO THE FACILITIES, REGARDLESS OF WHETHER SUCH LIABILITY, CLAIMS, DAMAGES, SUITS, DEMANDS, JUDGMENTS, COSTS, FINES, PENALTIES, INTEREST AND EXPENSES ARE CAUSED IN PART BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF ANY OF THE TRIBUTARY GROUP, BUT EXCLUDING SUCH LIABILITY, CLAIMS, DAMAGES, SUITS, DEMANDS, JUDGMENTS, COSTS, FINES, PENALTIES, INTEREST AND EXPENSES CAUSED BY TRIBUTARY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

MISCELLANEOUS. Guest hereby agrees to reimburse Tributary for any and all expenses (including, but not limited to, attorney fees and disbursements) incurred in enforcing the terms of this Agreement. This agreement, including specifically the release, waiver, and indemnity clauses, is intended to be as broad and inclusive as permitted by the laws of the State of Arkansas and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I HAVE READ THIS AGREEMENT AND BY SIGNING BELOW AGREE TO COMPLY WITH AND BE BOUND BY ITS TERMS.

GUEST(S)

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

**GUEST(S) ACCOMPANYING RESPONSIBLE PARTY
UNDER AGE 21:**

Name(s): _____

**RESPONSIBLE PARTY (IF REQUIRED) for above
Under 21 Guest(s)**

Signature: _____

Printed Name: _____

Date: _____