

ADULT RELEASE OF LIABILITY AND WAIVER OF RIGHTS

BY SIGNING THIS DOCUMENT, I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FIRST BAPTIST OF WEST PALM BEACH, FLORIDA, D/B/A FAMILY CHURCH, A FLORIDA NOT FOR PROFIT CORPORATION.

ACTIVITY: _____ DATE OF ACTIVITY: _____

A. PERSONAL INFORMATION

Full Legal Name _____ Date of Birth _____ Phone _____ Emergency Contact Name _____ Phone _____

B. COVENANTS AND AGREEMENTS. I hereby irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-of-kin, insurers, successors and assigns, as follows:

1. ASSUMPTION OF RISK. It is my choice to participate in the Activity named above and such decision is made knowingly, voluntarily, and made for my personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of accidents, rescue operations, emergency treatment, property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, or the condition of the facilities, equipment or vehicles. Further, I acknowledge there may be other risks not known to me or reasonably foreseeable at this time. THIS MEANS I UNDERSTAND AND I HAVE CONSIDERED THE RISKS INVOLVED, AND I VOLUNTARILY AND FREELY CHOOSE TO ASSUME THESE RISKS.

2. RELEASE FROM LIABILITY. I fully and forever release and discharge First Baptist of West Palm Beach, Florida, d/b/a Family Church and its respective affiliates, directors, officers, employees, volunteers, agents, and insurers (collectively referred to in this Release and Waiver as the "Church") from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity. THIS MEANS I AM MAKING THIS RELEASE FROM LIABILITY EVEN IF ANY CLAIMS I MAY HAVE ARE A RESULT OF THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION OR OTHER FAULT OF THE CHURCH. NOTWITHSTANDING THE FOREGOING, THIS WAIVER DOES NOT RELEASE THE CHURCH FROM WILLFUL MISCONDUCT.

3. INDEMNITY. I will defend, indemnify, hold harmless and reimburse the Church from and for all damages, losses, costs, or expenses (including legal fees) incurred by the Church or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in the Activity. THIS MEANS I WILL REIMBURSE THE CHURCH IF ANYONE MAKES A CLAIM AGAINST THE CHURCH IN CONNECTION WITH THE MY PARTICIPATION IN THE ACTIVITY.

4. COVENANT NOT TO SUE. I will not initiate any claim, lawsuit, court action or other legal proceeding or demand against the Church, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties or my (or others) property in connection with my participation in the Activity, and I waive any right I may have to do so. THIS MEANS THAT I CANNOT SUE TO HOLD THE CHURCH RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE SUSTAINED BY ME, OTHER PARTIES OR OUR (OR OTHERS') PROPERTY IN CONNECTION WITH THE ACTIVITY, EVEN IF IT IS DUE TO THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION OR OTHER FAULT OF THE CHURCH. I waive my insurers' right to make a claim against the Church based on payments by insurers to me or on my behalf for any reason. THIS MEANS MY INSURERS HAVE NO RIGHTS OF SUBROGATION AGAINST THE CHURCH.

5. MEDICAL EXPENSES. I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and understand that I am solely responsible for all costs related to such medical treatment or medical transportation; and will reimburse the Church for any medical expenses paid on my behalf.

Family Physician: _____ Phone: _____

Medical Insurance Company: _____

Group/Policy #: _____ Member #: _____

6. PUBLICITY. I hereby grant the Church, without limitation, the right to use my name and likeness in connection with the Activity for any publicity without further compensation or permission.

I HAVE READ THIS RELEASE OF LIABILITY AND WAIVER OF RIGHTS, INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE, INCLUDING THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

I HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS AND I DECLARE THAT I HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF THE CHURCH IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO DRIVE VEHICLE PROVIDED BY ME, THE CHURCH OR OTHER PARTIES.

Signature _____

Print Name _____

Date _____