

First Baptist Church Locust Grove Building Use Waiver and Release

I enter into this Building Use Waiver Release (Agreement) with First Baptist Church Locust Grove (FBCLG) for the privilege to use the facility located at 2950 Tanger Blvd., Locust Grove, Ga.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release FBCLG, its ministers, leaders, agents, servants, employees, volunteers, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever 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 at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release FBCLG 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 FBCLG's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release FBCLG from any liability resulting from their intentional conduct.**

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

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that FBCLG is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. 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 FBCLG 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 FBCLG, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name of Organization (if applicable) _____

Name (please print) _____

Signature _____ Date _____