

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of being permitted to participate in Daybreak's Great Commission 5K Run / Fun Walk

I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Daybreak Church, its Board of Directors, officers, employees, members and volunteers from liability from any and all claims including the negligence of Daybreak Church, its Board of Directors, officers, employees, members and volunteers, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Daybreak's Great Commission 5K Run / 1Mi Walk.

Assumption of Risks: Participation in Daybreak's Great Commission 5K Run / Fun Walk carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, and sprains; to 2) major injuries such as joint or back injuries, heart attacks, and concussions; to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Daybreak's Great Commission 5K Run / Fun Walk. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Daybreak Church HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the activity and to reimburse them for any such expenses incurred.

I also hereby give my permission to the media, The Christian & Missionary Alliance, and Daybreak Church to use my name and/or picture in any newspaper, broadcast, telecast or any other account of this event, without limitation, and without obligation to anyone to compensate me further therefore.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Please print and sign your name below to acknowledge you have read the liability waiver and agree to its terms.

Name (Printed):

Signature: