Release of Liability

PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. REV 20170223

In exchange for participation in the activity organized by Every Nation Churches & Ministries ("Every Nation"), of P.O. Box 1787, Brentwood, Tennessee, 37024-1787, and/or use of the property, facilities, and services of Every Nation, or its affiliates, I agree for myself and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Every Nation, or the employees, representatives, or agents of Every Nation.
- 2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Every Nation for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Every Nation, or its affiliates, whether caused by the fault of myself, my family, Every Nation, its affiliates, or other third parties.
- 3. INDEMNIFICATION. I agree to indemnify and defend Every Nation and its affiliates, against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Every Nation or its affiliates.
- 4. FEES. I agree to pay for all damages to the facilities of Every Nation or its affiliates caused by any negligent, reckless, or willful actions by me or my family.
- 5. APPLICABLE LAW. Any legal or equitable claim arising from participation in the activity shall be resolved under Tennessee law.
- 6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Every Nation has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.
- 7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- 8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
- 9. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, controversies and claims will be settled by legally binding arbitration in accordance with the Rule of Procedure for Christian Conciliation of the Institute for Christian Conciliation.

I HAVE READ AND UNDERSTAND THESE TERMS & AGREEMENT. I FURTHER UNDERSTAND THAT BY CHECKING THE BOX BELOW, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.