

First Presbyterian Church

Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement

In Consideration of being permitted to participate in any way in the activity(ies) listed below, I, for myself, for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the listed activity(ies) and that I am qualified, in good health, and in proper physical condition to participate in such Activity(ies). I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity(ies).
2. FULLY UNDERSTAND THAT: (a) the listed Activity(ies) may involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (hereinafter referred to as "Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions of others participating in the Activity(ies), the conditions in which the Activity(ies) take place, or the Negligence of the "Releases" named below; (c) there may be other risks and SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time and I fully ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the named minor in the listed Activity(ies).
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE First Presbyterian Church, Manhattan, Kansas, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner(s) and lessor(s) of premises on which the Activity(ies) takes place (each considered one of the "Releases" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I or anyone on my behalf makes a claim against any of the Releases, I will INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim, to the extent allowed by law.

Listed Activity(ies): _____

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Written Name: _____

Participant's Signature: _____

Signature of Parent or Guardian if under 18: _____

Written Name of Parent or Guardian: _____

Date: _____