

Minor Release of Liability and Waiver of Rights

THE UNDERSIGNED, AS PARENT AND/OR LEGAL GUARDIAN OF *(Insert Full Legal Name)* _____, DATE OF BIRTH _____ ("MINOR") BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE EAST COAST CHRISTIAN CENTER, INC., A FLORIDA NOT FOR PROFIT CORPORATION.

ACTIVITY: _____ **DATE OF ACTIVITY:** _____

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

1. **ASSUMPTION OF RISK.** It is my choice to allow the Minor to participate in the Activity named above and such decision is knowing, voluntary, and made for the Minor's personal enjoyment. I understand that the Minor's 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 the Minor's 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, there may be other risks not known to me or the Minor 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 ON BEHALF OF MYSELF AND THE MINOR.**

2. **RELEASE FROM LIABILITY.** I, on behalf of myself and the Minor, fully and forever release and discharge East Coast Christian Center, Inc. and its respective affiliates, directors, officers, shareholders, employees, agents, and insurers, involved in the Activity (collectively referred to in this Release and Waiver as "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 the Minor, me, our property, or any other person, directly or indirectly arising out of or in connection with the Minor's participation in the Activity. **THIS MEANS I AM MAKING THIS RELEASE FROM LIABILITY EVEN IF ANY CLAIMS THE MINOR OR I MAY HAVE ARE A RESULT OF THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION OR OTHER FAULT OF CHURCH. NOTWITHSTANDING THE FOREGOING, THIS WAIVER DOES NOT RELEASE THE CHURCH FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

3. **INDEMNITY.** I, on behalf of myself and the Minor, will defend, indemnify, hold harmless and reimburse Church from and for all damages, losses, costs, or expenses (including legal fees) incurred by 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 the Minor's participation in the Activity. **THIS MEANS I WILL REIMBURSE CHURCH IF ANYONE MAKES A CLAIM AGAINST CHURCH IN CONNECTION WITH THE MINOR'S PARTICIPATION IN THE ACTIVITY.**

4. **COVENANT NOT TO SUE.** I, on behalf of myself and the Minor, will not initiate any claim, lawsuit, court action or other legal proceeding or demand against 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 the Minor's participation in the Activity, and I waive any right I or the Minor may have to do so. **THIS MEANS THAT THE MINOR OR MYSELF CANNOT SUE TO HOLD CHURCH RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE SUSTAINED BY THE MINOR, 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 CHURCH.** I, on behalf of myself and the Minor, waive my insurers' right to make a claim against Church based on payments by insurers to the Minor, me or on our behalf for any reason. **THIS MEANS MY INSURERS HAVE NO RIGHTS OF SUBROGATION AGAINST CHURCH.**

1. **MEDICAL EXPENSES.** I, on behalf of myself and the Minor, hereby consent to the Minor's receipt of 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 the Minor's 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 expense paid on the Minor's behalf.

2. **PUBLICITY.** I, on behalf of myself and the Minor, hereby grant Church, without limitation, the right to use the Minor's 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, ON BEHALF OF MYSELF AND THE MINOR, 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 CHURCH IN ALLOWING THE MINOR TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY TRANSPORTATION PROVIDED BY ME, CHURCH OR OTHER PARTIES.

Signature (Parent or Legal Guardian)

Date

Signature (Parent or Legal Guardian)

Date

Print Name

Phone

Print Name

Phone