



## **Messiah Lutheran Church**

### **Release & Hold Harmless Agreement**

The undersigned desires to participate in various programs, events or activities (hereinafter collectively referred to as "Activities") operated or sponsored **by Messiah Lutheran Church**, as well as Activities operated by third parties but conducted on or **in Messiah Lutheran Church** properties.

**IN CONSIDERATION** of being permitted to participate in any way in **Messiah Lutheran Church** related activities I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE, AGREE, AND REPRESENT** that I understand the nature of related activities, and willingly agree to comply with the stated and customary terms and conditions of participation.
2. **FULLY UNDERSTAND** that: (a) **Messiah Lutheran Church** related activities **INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS")**; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" 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 minor in the Activity.
3. **HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MESSIAH LUTHERAN CHURCH**, its groups and organizational affiliates, their respective administrators, trustees, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, and, if applicable, owners of premises on which the Activity takes place, (each considered one of the **"RELEASEES"** herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" 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 RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, OR DAMAGE.**
4. **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 ANY 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.**

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Participant Name (please Print)

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Guardian Name (if applicable) printed

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Signature (participant or guardian)

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Date

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Email Address

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Phone Number

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MESSIAH LUTHERAN CHURCH Representative

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Printed name and date of receipt