

## RELEASE OF LIABILITY AND WAIVER OF RIGHTS

**COVENANTS AND AGREEMENTS.** In consideration for my participation in the Activity, I irrevocably and unconditionally agree for myself, my personal representatives, my heirs, next-of-kin, insurers, successors, and assigns, as follows:

1. **ASSUMPTION OF RISK.** It is my choice to participate in the Activity named above, and such decision is made knowingly, voluntarily, and for my personal enjoyment. I understand that participation in the Activity involves inherent risks and dangers of terrain, climate, natural hazards, natural disasters, animals, insects, food and drink, customs, laws, social and sexual mores, safety practices and regulations, communications, criminal and law enforcement activities, political climate, acts of war or terrorism, driving practices, risk of disease or virus (including, but not limited to COVID-19), accident or illness, rescue operations, emergency treatment and health care that could result in property loss or damage, serious personal and bodily injury, death, and severe personal and economic losses. Further, I/we acknowledge there may be other risks not known to me or reasonably foreseeable at this time (collectively with the items listed above referred to as the "Risks"). These Risks may result not only from my own actions, inactions, or negligence but also from the actions, inactions, or negligence of others or the condition of the facilities, equipment, or vehicles. **THIS MEANS I UNDERSTAND AND I HAVE CONSIDERED THE RISKS INVOLVED, AND I VOLUNTARILY AND FREELY CHOOSE TO ASSUME THESE RISKS.**

2. **RELEASE FROM LIABILITY.** I fully and forever release and discharge Spanish River Presbyterian Church, Inc. and its respective affiliates, directors, officers, employees, volunteers, agents, and insurers (collectively referred to in this Release and Waiver as the "Church") from any Risks injuries (including death), losses, damages, claims (*including negligence claims*), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity. **THIS MEANS I AM MAKING THIS RELEASE FROM LIABILITY EVEN IF ANY CLAIMS I MAY HAVE ARE A RESULT OF THE NEGLIGENCE, INJUDICIOUS ACT, OMISSION OR OTHER FAULT OF THE CHURCH. NOTWITHSTANDING THE PRECEDING, THIS WAIVER DOES NOT RELEASE THE CHURCH FROM WILLFUL MISCONDUCT.**

3. **INDEMNITY.** I will defend, indemnify, hold harmless, and reimburse the Church from and for all damages, losses, costs, or expenses (including legal fees) incurred by the 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, including my negligence or willful acts, arising out of, or otherwise in connection with my participation in the Activity. **THIS MEANS I WILL REIMBURSE THE CHURCH IF ANYONE MAKES A CLAIM AGAINST THE CHURCH IN CONNECTION WITH OR RESULTING FROM MY NEGLIGENCE OR WILLFUL ACTS WHILE PARTICIPATING IN THE ACTIVITY.**

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

5. **MEDICAL EXPENSES.** I consent to receive medical treatment deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation in the Activity. I understand that I am solely responsible for all costs related to such medical treatment or medical transportation. I will reimburse the Church for any medical expenses paid on my behalf.

6. **PUBLICITY.** Without limitation, I grant the Church the right to use my 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 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 THE CHURCH IN ALLOWING ME TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, TO DRIVE THE VEHICLE PROVIDED BY ME, THE CHURCH OR OTHER PARTIES.**