

## Houston Levee Community Center RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

I hereby give my permission for my child named above (hereinafter referred to as the "Participant") to be transported by the Houston Levee Community Center (hereinafter referred to as the "HLCC") to and from Calvary Church facility and on various special event field trips during the course of HLCC summer camp. I have been advised that I will be notified of the dates and times of these trips in advance.

IN CONSIDERATION of the participant being permitted to utilize the facilities, services and programs of Calvary Church/HLCC for any purpose, including, but not limited to observation or use of facilities or equipments, or participation in any off-site program or trip affiliated with Calvary Church/HLCC, the undersigned, for himself or herself and the Participant, and their respective personal representatives, heirs, next of kin, successors, and assigns hereby acknowledges, agrees and represents that he or she has, or immediately upon entering participation will, inspect and carefully consider such premises and facilities or the affiliated program or trip. It is further warranted participation will, inspect and carefully consider such premises and facilities or the affiliated program or trip. It is further warranted that such entry into Calvary Church/HLCC for observation or use of any facilities or equipment or participation in such affiliated program or trip have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF THE PARTICIPANT BEING PERMITTED TO ENTER CALVARY CHURCH/HLCC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM OR TRIP AFFILIATED WITH CALVARY CHURCH/HLCC. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE CALVARY CHURCH/HLCC, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, the Participant, and their respective personal representatives, successors, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or the Participant, whether caused by the negligence of the releases or otherwise while the undersigned or the participant is in, upon, or the premises or any facilities or equipment therein or participating in any program or trip affiliated with CALVARY CHURCH/HLCC.
- 2. THE UNDERSIGNED HEARBY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW TO INDEMNIFY, DEFEND AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, cost or expense including, without limitation, attorney's fees he/she may incur due to the presence of the undersigned or the Participant in, upon or about the Calvary Church premises or in any way observing or using any facilities or equipment of CALVARY CHURCH/HLCC or participating in any program or trip affiliated with CALVARY CHURCH/HLCC weather caused by the negligence of the releases or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJUSRY, DEATH OR PROPERTY DAMAGE TO THE PARTICIPANT OR THE UNDERSIGNED due to negligence of release or otherwise while the undersigned or the participant is in, about or upon the premises of Calvary Church and HLCC and/or while using the premises or any facilities or equipment thereon or participating in any program or trip affiliated with Calvary Church/HLCC

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and affect.

The provisions of the agreement shall survive the undersigned's and Participant's use of Calvary Church/HLCC premises, facilities and equipment and participation in the program, and trips affiliated with Calvary Church/HLCC.

The provisions of this agreement shall be binding upon and inure to the benefit of Calvary Church/HLCC, the undersigned, the Participant, and their respective heirs, personal representatives, successors, next of kin and assigns.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.