

Minor Release of Liability and Waiver of Rights

THE UNDERSIGNED, AS PARENT(S) AND/OR LEGAL GUARDIAN(S) OF (Insert Full Legal Name),
DATE OF BIRTH _____ ("MINOR") BY SIGNING THIS DOCUMENT I/WE WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT
TO SUE SPANISH RIVER PRESBYTERIAN CHURCH, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION.

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

(Including any transportation provided to and from the Activity)

COVENANTS AND AGREEMENTS. In consideration for the Minor's participation in the Activity, I/We, on behalf of myself/ourselves and the Minor, irrevocably and unconditionally agree for the Minor, myself/ourselves, my/our personal representatives, my/our heirs, next-of-kin, insurers, successors and assigns, as follows:

1. **ASSUMPTION OF RISK.** It is my/our choice to allow the Minor to participate in the Activity named above, and such decision is knowing, voluntary, for the Minor's personal enjoyment. I/We understand that the Minor's 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/us or the Minor or reasonably foreseeable at this time (collectively with the items listed above referred to as the "Risks"). These Risks may result not only from the Minor's 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/WE UNDERSTAND AND I/WE HAVE CONSIDERED THE RISKS INVOLVED, AND I/WE VOLUNTARILY AND FREELY CHOOSE TO ASSUME THESE RISKS ON BEHALF OF MYSELF/OURSELVES AND THE MINOR.**

2. **RELEASE FROM LIABILITY.** I/We, on behalf of myself/ourselves and the Minor, 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 the Minor, me/us, 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/WE ARE MAKING THIS RELEASE FROM LIABILITY EVEN IF ANY CLAIMS THE MINOR OR I/WE 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/We, on behalf of myself/ourselves and the Minor, 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/us or my/our insurers) in respect of any accident, injury (including death), loss, or property damage, however caused, resulting from, including negligence or willful acts, arising out of or otherwise in connection with the Minor's participation in the Activity. **THIS MEANS I/WE WILL REIMBURSE THE CHURCH IF ANYONE MAKES A CLAIM AGAINST THE CHURCH IN CONNECTION WITH OR RESULTING FROM THE MINOR'S NEGLIGENCE OR WILLFUL ACTS WHILE PARTICIPATING IN THE ACTIVITY.**

4. **COVENANT NOT TO SUE.** I/We, on behalf of myself/ourselves and the Minor, 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/us, other parties or my/our (or others') property in connection with the Minor's participation in the Activity, and I/we waive any right I/we or the Minor may have to do so. **THIS MEANS THAT I/WE OR THE MINOR CANNOT SUE TO HOLD THE CHURCH RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE SUSTAINED BY THE MINOR, ME/US, 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/We, on behalf of myself/ourselves and the Minor, waive my/our insurers' right to make a claim against the Church based on insurance payments to the Minor, me/us, or on our behalf for any reason. **THIS MEANS MY/OUR INSURERS HAVE NO RIGHTS OF SUBROGATION AGAINST THE CHURCH.**

5. **MEDICAL EXPENSES.** I/We, on behalf of myself/ourselves and the Minor, consent to the Minor's receipt of medical treatment 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. I understand that I am/we are solely responsible for all costs related to such medical treatment or medical transportation; and will reimburse the Church for any medical expenses paid on the Minor's behalf.

6. **PUBLICITY.** I/We, on behalf of myself/ourselves and the Minor, grant the 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/WE 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/WE, ON BEHALF OF MYSELF/OURSELVES AND THE MINOR, AM/ARE 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/US.

I/WE HEREBY WARRANT THE TRUTH OF THE ABOVE STATEMENTS, AND I/WE DECLARE THAT I/WE HAVE NOT WITHHELD ANY INFORMATION THAT WOULD INFLUENCE THE DECISION OF THE CHURCH IN ALLOWING THE MINOR TO PARTICIPATE IN THE ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY TRANSPORTATION PROVIDED BY ME, THE CHURCH OR OTHER PARTIES.

Signature (Parent or Legal Guardian)

Date

Signature (Parent or Legal Guardian)

Date

Print Name

Phone

Print Name

Phone