

# Beitel Memorial Lutheran Church

## RELEASE: MULTI-USE FELLOWSHIP BUILDING ACTIVITY

Participant's Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Age: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Business Phone: \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_ Intended Use of Facility: \_\_\_\_\_

In Case of Emergency, Notify: Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

FOR AND IN CONSIDERATION OF the agreement by BEITEL MEMORIAL LUTHERAN CHURCH (BMLC) non-profit Texas corporation, to allow me to participate in various events it may sponsor and/or allow to take place in, and to allow me use of and access to, its Multi-Use Fellowship Building located at 2515 Austin Highway (collectively the "Activity"), I, the undersigned, do hereby agree and acknowledge as follows:

For the good and valuable consideration described above, I, on behalf of myself my personal and legal representatives, my heirs and my next-of-kin (collectively the "Releasing Parties"), hereby release and forever discharge BMLC, its officers, agents, employees, insurers and members of its congregation (collectively the "Released Parties") from any and all claims, actions or causes of action for liability of any kind, including any personal injury which I may receive arising from, or growing out of, directly or indirectly, my participating in any activity, whether or not such is caused by negligence of any kind on the part of any offer, agent, employee, insurer or member of the congregation of BMLC, including ordinary, gross, wanton or willful negligence. This release includes, but is not limited to: (a) injuries sustained during practice, weight-training, conditioning, travel and participation in any actual activity (b) injuries which result in permanent disability or death and (c) injuries caused in whole or in part by any negligence of the Released Parties, or any of them.

I further acknowledge that BMLC does not provide insurance coverage for any Activity, that I am not relying on the existence of its insurance coverage in the event of any injury to myself and realize that coaching instruction and supervision is normally handled by non-paid personnel unrelated to BMLC or other participants in the Activity.

Recognizing the high degree of risk of injury inherent in the Activity, I knowingly and voluntarily assume the risk of these injuries, regardless of severity. Further, as a condition of my participation, I represent to BMLC that I have medical insurance coverage provided by

\_\_\_\_\_ a duly licensed provider of health care insurance. This release shall be governed by the laws of the State of Texas and is intended to be as broad and inclusive as permitted by applicable law. If any portion is held invalid, the balance will continue in full legal force and effect.

(Over)

(check applicable box below)

I represent to the Released Parties that I am at least eighteen (18) years of age and have read this release form. I understand and agree to all of its terms, without duress, coercion, undue influence or otherwise.

I am under the age of eighteen (18) years therefore, in addition to my signature, my parent or legal guardian is also signing this release, without duress, coercion, undue influence or otherwise.

Date \_\_\_\_\_

Signature, Participant \_\_\_\_\_

The undersigned parent or legal guardian of the above named Participant hereby: (a) consents to the participation by the Participant in the Activity, (b) releases and discharges the Released Parties from any and all claims, actions, damages and liabilities to the Releasing Parties as provided in the foregoing release, and (c) represented to the Released Parties that he or she has read and understood the foregoing release and agrees to all of its terms.

Date \_\_\_\_\_

Signature, Parent/Guardian \_\_\_\_\_

05/01