Bluff Park United Methodist Church External Waiver

As consideration for being allowed to enter the Church and/or Participate in any party and/or program at Bluff Park United Methodist Church (BPUMC) the undersigned, on his or her behalf, and on the behalf of the Participant(s) identified below, acknowledges, appreciates, understands, and agrees to the following:

- 1. I represent that I am the parent or legal guardian of the Participant(s) named below.
- 2. I acknowledge and understand that there are known and unknown risks associated with participation in BPUMC activities and the use of the church, church property, and any and all other equipment and facilities, which include but are not limited to: contusions, fractures, scrapes, cuts, bumps, paralysis, or death.
- 3. I, for myself, and the Participant(s) named, willingly assume the risks associated with participation and accept that there are also risks that may arise due to other participants, which I also willingly assume.
- 4. I agree that the Participant(s) named, and I shall comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for participation in any event at BPUMC.
- 5. I, for myself, the Participant(s) named, our heirs, assigns, representatives, and next of kin agree to hold harmless, release, waive and indemnify the Board of Trustees, Volunteers, and Employees of BPUMC, their predecessors, from any and all injuries, liabilities or damages from participation, except for those arising from the gross negligence or willful misconduct of BPUMC.
- 6. I additionally agree to indemnify BPUMC, their predecessors, parent, subsidiaries and affiliates, officers, and employees for any defense cost or expense arising from any and all claims, injuries, liabilities or damages arising from participation, except for those arising from the gross negligence or willful misconduct of BPUMC.
- 7. I am of physical ability to participate and am legally competent to understand and complete this agreement. I hereby execute this agreement without coercion.
- 8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
- 9. Any controversy, dispute, or claim arising out of or related to this Agreement, which the parties are unable to resolve by mutual agreement, shall be settled exclusively by submission by either party of the controversy, claim or dispute to binding arbitration; said arbitration to take place exclusively before a single arbitrator located within 25 miles of the event location and in accordance with the rules of the American Arbitration Association then in effect.

Parent/Guardian Name
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Signature
Child's Name
Address
Emergency Phone Number