

I acknowledge the risks involved when participating in any recreational physical activities related to Open Gym at St. Paul's United Church of Christ on Michigan Street in Evansville, Indiana ("St. Paul's"). Accordingly, as consideration in exchange for being allowed to participate in Open Gym Ministry at St. Paul's, I agree to the following:

1. I acknowledge and fully understand that I will be engaging in activities that involve risk of serious injury, which may include permanent disability and even death, and severe social and economic losses which might result not only from my actions, but also from the action, inaction, or negligence of others, the rules of play, the condition of the premises, or any equipment used, and further that there may be risks not known to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in Open Gym Ministry at St. Paul's.
2. I agree to assume all of risks described in this document, and accept full responsibility for my own damages following any injury, permanent disability, or death, resulting from those risks.
3. I release, waive, discharge, and agree not to sue:
  - a. St. Paul's, the Evansville Tri-State Association of the United Church of Christ, the Indiana-Kentucky Conference of the United Church of Christ, or any other affiliated organization, or
  - b. any officers, directors, trustees, insurers or employees of St. Paul's or any of those organizations, all of whom are referred to in this document as "Releasees," regarding any demands, losses, or damages on account of any bodily injury, death or property damage caused or alleged to be caused in whole or in part by any of the Releasees or any other party's actions, inactions, or otherwise, in conjunction with the Open Gym Ministry.
4. I also agree to indemnify Releasees from all claims by other people or organizations for injuries or damages caused in whole or in part by my own actions. This means I will pay the costs that St. Paul's and the other Releasees incur in defending against those claims, and I will pay any damages, whether determined by a court, an arbitrator, or by agreement of the parties, that result from my own actions or inaction.
5. I consent to emergency medical care and transportation as St. Paul's may deem appropriate in order to obtain treatment for me/my child in the event I am injured as a result of, or while participating in, any aspect of the Open Gym Ministry, including any activity by me in preparation for or at the conclusion of a game, exercise session or class, training session, or practice. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
6. I expressly agree that the terms of release and indemnity contained herein are intended to be as broad and inclusive as is permitted by the laws of the State of Indiana.
7. If a court of proper jurisdiction finds that any provision or portion of this Agreement is invalid:
  - a. this Agreement will be considered invalid only with respect to that provision or portion,
  - b. the provision or portion found to be invalid will be construed with the remainder of the Agreement in such as way as to provide the Releasees the maximum benefits intended by that provision or portion;
  - c. that provision or portion, as well as the remaining provisions or portions of this Agreement, will be construed and enforced to the same effect as if such offending provision or portion had not been contained herein.

**If Participant is 18 years old, sign below**

- I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND THAT BY SIGNING BELOW, I HAVE GIVEN UP SUBSTANTIAL RIGHTS.

\_\_\_\_\_  
Participant's Signature (if at least 18 years old)

\_\_\_\_\_  
Date Signed (month/date/year)

**IF participant is UNDER 18, please fill out the back of this sheet.**

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Participant Name (Printed)

\_\_\_\_\_  
Birth Date (month/date/year)

\_\_\_\_\_  
Birth Date (month/date/year)

\_\_\_\_\_  
Birth Date (month/date/year)

\_\_\_\_\_  
Birth Date (month/date/year)

\_\_\_\_\_  
Birth Date (month/date/year)

**PARENTAL CONSENT**

- I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD SHOWN.
- I HAVE READ THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT AND AGREE TO ITS TERMS ON BEHALF OF MY CHILD AND MYSELF.
- I UNDERSTAND THAT BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS ON BEHALF OF MY CHILD AND MYSELF.

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date Signed (month/date/year)

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Emergency Contact Name (if parent cannot be reached)

\_\_\_\_\_  
Emergency Phone Number (if parent cannot be reached)

\_\_\_\_\_ I GIVE MY CHILD PERMISSION TO WALK HOME FROM OPEN GYM  
(Initial)

\_\_\_\_\_ I UNDERSTAND OPEN GYM'S RULES AND WHAT HAPPENS WHEN RULES ARE NOT  
(Initial) FOLLOWED (on attached brochure)

\_\_\_\_\_ PHOTO RELEASE - I give permission to photograph and record my child to use in promotional materials for  
(Initial) St. Paul's UCC

\_\_\_\_\_ FIELD TRIP PERMISSION – I give permission for my child to attend and be transported to supervised  
(Initial) events, field trips, associated with the Open Gym Program. I understand I will be notified before the event.

Please list any allergies or concerns: \_\_\_\_\_