

Participant's Name -

St. Paul's United Church of Christ

2227 West Michigan Street

Evansville, Indiana 47712

WAIVER, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Sports and Exercise Activities

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I acknowledge the inherent risks involved when using any type of fitness equipment in any exercise classes or programs, recreational physical activities, sports and related training sessions ("Sports and Exercise Activities"), including those at St. Paul's United Church of Christ located at 2227 West Michigan Street in Evansville, Indiana ("St. Paul's). Accordingly, as consideration in exchange for being allowed to participate in Sports and Exercise Activities 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 know to me or not reasonably foreseeable. I expressly assume all risks of injury, including death, which may occur in connection with my participation in Sports and Exercise Activities at St. Paul's.
2. I agree that prior to participating in any Sports of Exercise Activities at St. Paul's, I will inspect the physical area where I will be participating, and all equipment to be used, and if, through my inspection, I determine that anything related to that activity is unsafe, I will immediately advise the staff of St. Paul's of this unsafe condition and will participate until this condition is corrected.
3. I agree to assume all risks described in this document, and accept full responsibility for my own damages following any injury, permanent disability, or death, resulting from those risks.
4. 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 Conference of the United Church of Christ, or any other affiliated organizations, or
 - b. any officers, directors, trustees, or employees of St. Paul's or any of those organizations,

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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 Sports and Exercise Activities.

5. I also agree to indemnify Releasees from all claims by other people 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.
6. I consent to emergency medical care and transportation as St. Paul's may deem appropriate in order to obtain treatment for me in the event that I am injured as a result of, or while participating in, any aspect of Sports and Exercise Activities, including any activity by me in preparation for or at the conclusion of a game, exercise session or class, training session, or practice. The 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.
7. 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.
8. If a court of proper jurisdiction finds that any provision or portion of the 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.

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

Participant's Name (Printed)

Date

Participant's Signature (If at least 18 years old)

OR

Parental Consent (for Participant's under the age of 18)

I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD SHOWN.

I HAVE READ THIS WAIVER, RELEASE, AND INDEMNITY AGREEMENT AND AGREE TO THE TERMS ON BEHALF OF MY CHILD AND MYSELF.

I UNDERSTAND THAT I BY SIGNING BELOW, I AM GIVING UP SUBSTANTIAL RIGHTS ON BEHALF OF MY CHILD AND MYSELF.

Printed Name of Parent/ Legal Guardian

Date

Signature of Parent/ Legal Guardian