

NAME OF MINISTRY: _____

STONEBRIAR COMMUNITY CHURCH

ASSUMPTION OF RISK, VOLUNTARY RELEASE, AND INDEMNITY AGREEMENT

In consideration for the undersigned or the undersigned's dependent (referred to as "Participant") being permitted to participate in the event(s) described on Exhibit A, as well as any future events to which the undersigned or other guardian of Participant consents, pursuant to and in conjunction with this Agreement (herein collectively and generally referred to as the "Ministry Event"), and any activities conducted during the Ministry Event, the undersigned ("I" or "Me") agrees as follows:

1. **ASSUMPTION OF RISK AND REPRESENTATION.** I understand, am aware, and assume all risks inherent in Participant's participation in the Ministry Event. The risks include those listed on Exhibit A, as well as those listed in future Ministry Event descriptions to which I, or other guardian of Participant, later consent, whether in conjunction with and as part of this Agreement or as part of a separate consent. The risks include, but are not limited to, the hazards of road transportation, service projects, construction projects, illness or accident without immediate access to medical facilities, and the forces of nature. Any of such activities may result in serious bodily injury or death. I represent that I (or Participant) possess the necessary skills and fitness to safely participate in the Ministry Event(s).

2. **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE.** I, on behalf of myself and Participant, and our respective personal representatives, assignees, insurers, heirs, executors, administrators, spouse and next of kin, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Stonebriar Community Church and its directors, officers, employees, agents, volunteers, as well as its/their successors, assigns, affiliates, subordinates, and subsidiaries (collectively referred to as the "Church"), and RELEASE, WAIVE AND DISCHARGE the Church from any and all liability for any and all loss, damage, injury, death, and expense to me or the Participant or his/her/our property, whether caused by negligence, or otherwise (except not for any gross negligence or willful misconduct on the part of the Church), while I am, or the Participant is, participating in a Ministry Event and any other activities in connection therewith or described herein.

3. **INDEMNITY.** I AGREE TO INDEMNIFY THE CHURCH FROM ANY LIABILITY, LOSS, DAMAGE OR COST THAT MAY BE INCURRED BY ME OR PARTICIPANT DUE TO PARTICIPATION IN THE MINISTRY EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE CHURCH OR OTHERWISE (EXCEPT NOT WHERE CAUSED BY ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CHURCH). I, FOR MYSELF AND PARTICIPANT, ASSUME FULL RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE (BUT NOT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF OTHER PARTICIPANTS IN THE MINISTRY EVENT, OR OTHERWISE, WHILE I OR PARTICIPANT PARTICIPATE IN THE MINISTRY EVENT.

4. **ARBITRATION.** Any dispute arising under or relating to this Agreement will be resolved through a mutually acceptable alternative dispute resolution process. If I, as the Participant or as parent/guardian of the Participant, and the Church, cannot agree upon such a process, the dispute shall be submitted exclusively to the mediation and arbitration procedures of the Institute for Christian Conciliation/Peacemaker Ministries (www.hispeace.org). Venue for such dispute resolution processes shall be exclusively in Collin County, Texas.

5. I agree that the provisions of this Agreement are intended to be as broad and inclusive as permitted by the laws of the State of Texas, and that, if any portion of this Agreement is held invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect. I further agree that:

a. I HAVE CAREFULLY READ THIS AGREEMENT.

b. THIS AGREEMENT APPLIES TO ALL CURRENT AND FUTURE MINISTRY EVENTS OF THE CHURCH WITHIN A TWO-YEAR PERIOD FROM THE DATE OF MY SIGNATURE HEREIN IN WHICH I, OR THE NAMED MINOR CHILD, PARTICIPATE AND THAT THE CHURCH MAY RELY ON THIS AGREEMENT UNLESS AND UNTIL THE CHURCH IS NOTIFIED OTHERWISE, IN WRITING. THIS RELEASE MUST BE RENEWED EVERY TWO (2) YEARS IF I, OR THE NAMED MINOR CHILD, WISH TO PARTICIPATE IN FUTURE MINISTRY EVENTS.

c. I UNDERSTAND THAT THIS SIGNED RELEASE AGREEMENT WILL BE SCANNED INTO THE CHURCH'S DATABASE FOR MINISTRY VERIFICATION, AS NEEDED, AND THAT THE ORIGINAL MAY BE DESTROYED.

d. I UNDERSTAND THAT I AM AGREEING TO RELEASE AND INDEMNIFY THE CHURCH AS STATED ABOVE.

e. I CERTIFY THAT I AM EITHER (1) AT LEAST EIGHTEEN (18) YEARS OF AGE, OR (2) THE LEGAL GUARDIAN ACTING ON BEHALF OF THE PARTICIPANT WHO IS UNDER EIGHTEEN (18) YEARS OF AGE.

PRINTED name of Participant Date of Birth

PRINTED name of Legal Guardian
(If Participant is under 18 or otherwise under the care of a Legal Guardian)

SIGNATURE of Participant (or Legal Guardian) Date Signed
(If the person signing is under age 18, the parent or legal guardian's signature must be notarized.)

State of Texas
County of _____

Before me on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

S E A L _____
Notary Public Signature
Revised 03202015