

WAIVER AND RELEASE OF LIABILITY

I, the undersigned, know that engaging in recreational activities, including, without limitation, volleyball, basketball, and other sports, are potentially hazardous. I know, understand and appreciate the risks associated with these activities, including, but not limited to, falls, collisions with objects, being hit by flying objects, and, dangers due to our individual states of health and the equipment or property where the activities are taking place. **As a condition of being permitted to participate in these activities at Beargrass Christian Church**, I make and understand the following representations and agree that I will not participate except under the following terms and obligations:

1. I am in good mental and physical condition for the activities in which I will engage;
2. Accidents and injuries, including cardiovascular stress and violent physical contact, may occur in these activities through no fault or negligence of any of the parties involved;
3. Participation in these activities can result in serious, severe injury and even death;
4. The use of equipment provided may involve risk or injury, especially if the equipment is not properly used, and it is my individual responsibility to learn its proper use;
5. I will not engage in these activities under the influence of alcohol or drugs; any medication I may be taking is solely my responsibility based upon consultation with physicians who have approved its use while engaging in such activities;
6. I am responsible for my own conduct while participating in these activities and cannot rely upon anyone else to advise me of my own improper or unsafe behavior; I will exercise care in my conduct for my own safety and for the safety of others while engaging in these activities;
7. I am solely responsible for assessing whether my participation in these activities is safe or suitable based on my individual experience, skills, and abilities; I assume full responsibility and liability for injury or harm which occurs to myself or to others as the result of any lack of care, expertise or experience on my part;
8. My participation in these activities is with full knowledge of the risks involved;
9. I expressly assume the risks of participating in these activities and hereby release Beargrass Christian Church (Disciples of Christ) Corporation, its officers, directors, members, contractors and employees ("Released Parties") from any and all liability, claims, demands, losses and damages resulting from any injury I may sustain while on the premises of Beargrass Christian Church whether or not caused by negligence or other fault of the Released Parties;
10. In the event that a participant in these activities is a person under 18 years of age, that participant's parent or legal guardian agrees to assume the foregoing responsibilities and obligations on behalf of that participant and to indemnify, defend, and hold all others harmless from and against all claims, liabilities, losses, damages, costs, expenses (including attorney's fees), judgments, and penalties arising out of that participant's engaging in these activities; and
11. If any provision of this Waiver and Release of Liability shall be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY. I AM SATISFIED WITH MY UNDERSTANDING OF ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE CHOSEN TO SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. [CONTINUED ON REVERSE SIDE.]

