



Waiver and Release of Liability Agreement

I _____, am a guest in the Roswell Warming Center ("Roswell Community Disaster Relief dba The Roswell Warming Center"). I freely and voluntarily assume complete responsibility for any and all injuries that may occur as a result of staying at the warming center, even if injuries occur in a manner that is not foreseeable at the time I sign this instrument. I understand, acknowledge and agree that by voluntarily assuming the risks involved, I will be solely responsible for any loss or damage sustained, including personal injuries, damage to property, or death. I understand that participation as a guest in this warming center is conditioned upon execution of this Waiver and Release of Liability. In consideration of permission to participate, I agree to defend, indemnify and hold the Roswell Community Disaster Relief dba The Roswell Warming Center and all of its departments, trustees, directors, officers, servants, agents, employees, as well as the property leases ("Westminister Presbyterian Church of Roswell"), and all of its departments, trustees, directors, officers, servants, agents, employees, harmless from any bodily injury, property damage or other incident whether arising out of my participation or otherwise.

In consideration of permission to participate, I hereby RELEASE, ACQUIT AND COVENANT NOT TO SUE, Roswell Community Disaster Relief dba The Roswell Warming Center and any or all of its departments, trustees, directors, officers, servants, agents, employees, as well as the property leases ("Westminister Presbyterian Church of Roswell"), and all of its departments, trustees, directors, officers, servants, agents, employees, (both hereinafter referred to as RELEASEES) from any and all liability, claims, demands and causes of action whatsoever arising out of or related to my participation and any loss, damage, or injury, including death that may be sustained by me, or any property belonging to me, while staying in this warming center including travel to and from this event. I further agree to indemnify, defend and hold harmless the RELEASEES from and against any claims made or threatened to be made against any RELEASEE arising out of my participation as a guest in this warming center including reasonable attorney's fees and costs.

It is my express intent that this Waiver and Release of Liability shall bind me, the members of my family and spouse, if I am alive, and my heirs, beneficiaries, successors, assigns and personal representative if I am deceased. I hereby further state that I UNDERSTAND THIS WAIVER AND RELEASE OF LIABILITY AND SIGN IT VOLUNTARILY.

If the undersigned is executing this Waiver and Release of Liability in a representative capacity (on behalf of an individual under the age of 18 years, for example), then the undersigned represents that the undersigned has the authority to execute this instrument on behalf of the above named participant, and bind him or her hereto, and the undersigned agrees to indemnify, defend and hold harmless the RELEASEES against any claims for damages by or on behalf of the above named participant and make good and save harmless the RELEASEES from any loss, damage or cost (including but not limited to reasonable attorney's fees) that the RELEASEES might incur or be required to pay if any litigation is brought by or on behalf of the above named participant.

Participant Signature

Date