

RELEASE, WAIVER, AND INDEMNITY AGREEMENT (ADULTS)

IT IS THE INTENTION OF (_____), BY SIGNING THIS AGREEMENT, TO EXEMPT AND RELIEVE **FAITH MISSION CHRISTIAN CHURCH** AND ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY (INCLUDING EMOTIONAL DISTRESS), PROPERTY DAMAGE, OR WRONGFUL DEATH OF PARTICIPANT NAMED (_____) CAUSED BY ANY ACT OF NEGLIGENCE OF **FAITH MISSION CHRISTIAN CHURCH** AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES. THE FOLLOWING TERMS CONSTITUTE THIS AGREEMENT

For and in consideration of permitting the above-named participant to observe or use any facility or equipment while under the care of Faith Mission Christian Church, or engage in and/or receive instruction in any activity or activity incidental thereto **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** at Faith Mission Christian Church in the city of Yonkers, County of Westchester, and State of New York, or Faith Mission Christian Church's offsite outreach or ministry activities held at _____, beginning on the _____ day of _____, 20_____ the undersigned:

hereby voluntarily and absolutely releases, discharges, waives, and relinquishes any and all loss or damages or actions or causes of action for personal injury (including emotional distress), property damage, or wrongful death occurring to the above-named participant as a result of the above-named participant's observing or using facilities or equipment of **FAITH MISSION CHRISTIAN CHURCH**, or engaging in or receiving instructions in any activities **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** or in activities incidental thereto wherever or however the same may occur, and for whatever period said activities or instructions may continue.

The undersigned, for him/herself, his/her heirs or estate, executors, administrators, or assigns agrees that in the event any claim for personal injury (including emotional distress), property damage, or wrongful death shall be prosecuted against FAITH MISSION CHRISTIAN CHURCH or its directors, officers, volunteers, or employees, the undersigned participant will indemnify and hold harmless **FAITH MISSION CHRISTIAN CHURCH** and its directors, officers, agents, volunteers, or employees from any and all claims or causes of action by the undersigned or by any other person or entity, by whomever or wherever made or presented, and **under no circumstances will the undersigned present any claim against FAITH MISSION CHRISTIAN CHURCH and said persons for personal injuries (including emotional distress), property damage, wrongful death, or otherwise, caused by any act of negligence by FAITH MISSION CHRISTIAN CHURCH and said persons.**

The undersigned represents that he/she has read this Release, has requested and has been provided with, or has requested and declined advisement on, the potential dangers/risks of engaging in the observation, activities, or instruction offered, **assumes all risks associated with such dangers and risks**, and is **fully aware of and understands the terms and the legal consequences** of the signing of this Release. The undersigned intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PRINT: _____ SIGN: _____

DATED: _____