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**EVENT/RUN PARTICIPATION, RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

Event: Blue Sleigh Toy Run

Event Date: December 17, 2022

Location: South Peoria Baptist Church, 9000 W Olive Ave, Peoria, AZ 85345

Released Parties: Empty Tomb Church, Desert Springs Community Church, South Peoria Church, Cross Church and the Edison School of Innovation.

**THIS AGREEMENT MUST BE SIGNED AND RETURNED TO A MEMBER OF THE E.T.C. EVENT/RUN COMMITTEE PRIOR TO PARTICIPATION IN EVENT.**

**PLEASE READ CAREFULLY BEFORE SIGNING AS THIS AGREEMENT PROVIDES FOR A RELEASE OF LIABILITY, WAIVER OR CERTAIN RIGHTS, ASSUMPTION OF RISKS AND INDEMNITY.**

The undersigned (hereinafter “Participant”), on their own behalf and on behalf of their heirs, personal representatives, successors and assigns, or, if the participant is a minor under the age of eighteen (18) years, the minor participant and his/her parent and/or legal guardian (collectively referred to as “Minor Participant”), for and in consideration of the opportunity to participate in the event identified above (hereinafter, the “EVENT”) sponsored, organized and/or conducted by Empty Tomb Church and/or local E.T.C. chartered chapter(s) and their respective officers, directors, employees and agents and any other parties defined above (hereinafter, the “RELEASED PARTIES”) enter into this Participation, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (hereinafter the “Agreement”). Participant/Minor Participant releases and holds harmless the RELEASED PARTIES from any and all claims, demands, rights, actions, and/or causes of action of any kind whatsoever which Participant/Minor Participant may now have or later may have against the RELEASED PARTIES in any way resulting from, arising out of, or in connection with the performance of their duties related to and/or Participant/Minor Participant participation in any said EVENT.

This Agreement extends to any and all claims, demands, rights, actions, and/or causes of action of any kind whatsoever for personal injury, death, medical expenses, loss of consortium, attorney’s fees, and/or any type of damages whatsoever, that Participant/Minor Participant have or later may have against the RELEASED PARTIES resulting from, arising out of, or in any way related to their conduct, sponsorship, and/or organization and/or their participation in the EVENT, whether or not such claims, demands, rights, actions, and/or causes of action result from negligence on the part of any or all of the RELEASED PARTIES with respect to the EVENT or with respect to the conditions, qualifications, instructions, rules or procedures under which the EVENT are conducted or from any other cause. PARTICIPANT/MINOR PARTICIPANT UNDERSTAND THAT THIS MEANS THAT THEY AGREE NOT TO SUE ANY OR ALL OF THE RELEASED PARTIES FOR ANY INJURY RESULTING TO PARTICIPANT/MINOR PARTICIPANT OR THEIR PROPERTY ARISING FROM AND/OR RELATED TO THEIR CONDUCT, SPONSORSHIP, PLANNING AND/OR ORGANIZATION IN ANY WAY RELATED TO THE EVENT, INCLUDING THEIR OWN NEGLIGENCE.

Participant/Minor Participant is experienced in and familiar with the operation of motorcycles and fully understands the risks and dangers inherent in motorcycling. Participant/Minor Participant are voluntarily participating in the EVENT and expressly agree to assume the entire risk of any accidents or personal injury, including death, which might be sustained to their person and property as a result of their participation in the event, and any negligence (except willful neglect) on the part of any or all of the RELEASED PARTIES in performing any and all duties related to the EVENT.

The undersigned understands and agrees that this Agreement is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Arizona law, without giving effect to choice of law principles that would require the application of any other jurisdiction’s law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the Superior Court of the State of Arizona in and for the County of Maricopa or the federal courts located in Phoenix, Arizona.

If any provision of this Agreement is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

**ADULT PARTICIPANT:** By signing this Agreement, I certify that I am over eighteen years of age and I have read this Agreement and fully understand it and sign it freely and voluntarily without any inducement, assurance, or guarantee being made by the RELEASED PARTIES and that I am NOT relying on any statements or representations made by the RELEASED PARTIES.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**MINOR PARTICIPANT:** The undersigned is the parent/guardian of the Minor Participant and hereby attest that he/she is under eighteen (18) years old, that I have legal responsibility over him/her, and that my signature is sufficient to consent to his/her participation in the EVENT and to enter into this Agreement for and on behalf of him/her. I have read this Agreement and fully understand it and sign it freely and voluntarily without any inducement, assurance, or guarantee being made by the RELEASED PARTIES and that I am NOT relying on any statements or representations made by the RELEASED PARTIES.

Parent/Guardian: \_\_\_\_\_

Minor Participant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_