

Release of Liability and Indemnity Agreement (continued)

I realize that each of these activities has inherent dangers and that unanticipated and unexpected dangers may arise during and associated with these activities. I voluntarily agree to accept any and all risks of injury, death, and damages of any nature resulting directly or indirectly from my participation or the participation of the minor in these activities.

In consideration of the benefits provided by the Church, I hereby agree that neither I, my successors, assigns, nor anyone acting on my behalf will make any claim against or sue the Church, its officers, directors, employees, other agents, or volunteers as a result of my participation or the participation of the minor in these activities. In addition, I hereby release the Church, its officers, directors, employees, and other agents from all claims or lawsuits that I, my successors, assigns, or anyone acting on my behalf may now have or may hereafter at any time have for injury, death, or damage (a) resulting from the condition of any improved facility that has been reasonably maintained, (b) resulting from the condition of any unimproved facility, (c) suffered by me or by the minor while participating in or traveling to and from these activities, or (d) suffered by me or by the minor in any other activity associated with these activities. This release does not apply to intentional and/or willful acts of misconduct by the Church or any of its officers, directors, employees, other agents, or volunteers.

I understand that this release of liability and indemnity agreement is enforceable against me as a parent, other person having legal custody, or guardian of the minor but that it may not be enforceable against the minor when he or she becomes of age. Therefore, in further consideration for permitting the minor to participate in these activities, I agree to defend and hold harmless the Church, its officers, directors, employees, other agents, and volunteers against any such claim or lawsuit for injury, death, or damage, including without limitation loss or damage arising from or in any way connected with the minor's participation in these activities. I also agree to reimburse the Church, its officers, directors, employees, other agents, and volunteers for any loss, damage, liability, cost, or expense they suffer as a result of any such claim or lawsuit brought against them by or on behalf of the minor.

Any controversy between the parties arising out of or related to this release and indemnity agreement or any claim against the Church or its officers, directors, employees, other agents, or volunteers, including without limitation the construction or application of this release and indemnity agreement, shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Center for Conflict Resolution (CCR) in Pasadena, California. The mediation/arbitration will be conducted by the CCR, but if unavailable, by the nearest Christian conciliation service affiliated with the Christian Legal Society, or by a similar organization agreeable to the parties. The parties agree that these methods shall be the sole remedy for any such controversy or claim and expressly waive their right to file a lawsuit in any civil court for such disputes (including their right to jury trial), except to enforce an arbitration decision. Each party agrees to pay its own attorney fees and the costs and fees of the mediation or binding arbitration that the party incurs.

I have carefully read this release and indemnity agreement and fully understand its contents. I am aware that it is a release of liability and an indemnity agreement and that it is a legally binding contract between the Church and me, and I sign it of my own free will.

A photocopy of this document shall have the same force and effect as the original.

Signature: _____ Date: _____

Capacity (Check one): Participant age 18 or over Court—appointed guardian
 Parent having legal custody Other person having legal custody