

Parent/Guardian Name (print)

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## THE ARK CHRISTIAN MINISTRIES RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, AND INDEMNITY

RELEASE AND WAIVER OF LIABILITY: I, for myself, my heirs, next of kin, personal representatives and assigns, hereby release, waive, discharge, and covenant not to sue THE ARK Christian Ministries, its successors and assigns, the agents and board members of THE ARK Christian Ministries, any THE ARK Christian Ministries volunteers or employees, and the owners and lessees of premises on which THE ARK Christian Ministries-sanctioned activities and events take place, from all liability, loss, claims, demands, possible causes of action, court costs, attorneys' fees and other expenses arising from any lawsuit that may otherwise accrue from any loss, damage or injury (including death) to my person or property in any way resulting from, or arising in connection with, or related to, any sanctioned event or activity, and whether arising while engaged in an activity or event, or while upon, entering or departing from said premises, from any cause whatsoever included, without limitation, specifically including but not limited to exposure to any communicable disease, such as COVID-19, the failure of anyone to enforce rules and regulations, the failure to make inspections, or the negligence of other persons, specifically including the negligence of THE ARK Christian Ministries, the agents and board members of THE ARK Christian Ministries, any THE ARK Christian Ministries volunteers or employees, and the owners and lessees of premises on which THE ARK Christian Ministries-sanctioned activities or events take place.

ASSUMPTION OF RISK: I know the risk and danger to myself and property, both from known risk and unanticipated risk, while participating or assisting in a sanctioned activity or event (these risks include but are not limited to: head injury, bone breaks, and exposure to one or more communicable diseases, such as COVID-19) and I do so willingly, voluntarily and in reliance, not upon the property, equipment, facilities, and existing conditions furnished by others, including THE ARK Christian Ministries, the agents and board members of THE ARK Christian Ministries, any THE ARK Christian Ministries volunteers or employees, and the owners and lessees of premises on which THE ARK Christian Ministries-sanctioned activities or events take place, but upon my own judgment and ability, and I thereby assume all risk of loss, damage, or injury (including death) to myself and my property from any cause whatsoever and whether or not attributable to the negligence of others, specifically including the negligence of THE ARK Christian Ministries, the agents and board members of THE ARK Christian Ministries, any THE ARK Christian Ministries volunteers or employees, and the owners and lessees of premises on which THE ARK Christian Ministries-sanctioned activities or events take place.

INDEMNITY: I hereby agree to indemnify and hold harmless THE ARK Christian Ministries, the agents and board members of THE ARK Christian Ministries, any THE ARK Christian Ministries volunteers or employees, and the owners and lessees of premises on which THE ARK Christian Ministries-sanctioned activities or events take place from loss, liability, damage, or cost they may incur due to my presence at or participation in any THE ARK Christian Ministries-sanctioned activity or event, whether <u>caused by the negligence</u> of THE ARK Christian Ministries, the agents and board members, of THE ARK Christian Ministries, any THE ARK Christian Ministries volunteers or employees, and the owners and lessees of premises on which THE ARK Christian Ministries-sanctioned activities or events take place or otherwise.

PUBLICITY RELEASE: I give to THE ARK Christian Ministries, its assigns, licensees, successors in interest, and legal representatives the

irrevocable right to use any images derived from my presence at or participation in any THE ARK Christian Ministries-sanctioned activity or event in all forms and in all media and in all manners, without any restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purpose. I agree that THE ARK Christian Ministries owns the copyright in these images, and I hereby waive any claims I may have based on any usage of the photographs or works derived therefrom, including but not limited to claims for either invasion of privacy or libel.

Participant Name (print)

Participant Signature

Participant Birthdate

Today's Date

Consent (if participant is under 18 years of age):

I am the parent or guardian of the minor named above and have the legal authority to execute the above release. I agree to the terms of the above release.

Parent/Guardian Signature

Today's Date