

FIRST BAPTIST CHURCH OF HENDERSONVILLE, TENNESSEE
Family Ministry Center

Representation, Agreement, Release/Waiver of Liability and Indemnity Agreement

The undersigned, on behalf of the undersigned, his/her spouse and dependents, to the extent permitted by law, and on behalf of the undersigned's heirs, executors and administrators, hereby represents and agrees as follows with respect to First Baptist Church of Hendersonville, Tennessee, a Tennessee nonprofit, religious corporation with offices located at 106 Bluegrass Commons Blvd., Hendersonville, Tennessee (the "Church"), and its Family Ministry Center:

1. It has been explained to me that the use of the Church's Family Ministry Center facilities, equipment and machinery, and my participation or my dependent's or guest's participation in the services, programs, and activities of the Family Ministry Center involve an inherent risk of injury to the person and property, including the possible risk of death.
2. I understand and acknowledge that the foregoing risks include, but are not necessarily limited to muscle strains, sprains, or fatigue, fractured or broken bones or other orthopedic injuries, other muscular, neurological, orthopedic or other bodily injuries, stroke or other cerebral vascular incident or occurrence, heart attack or other cardiovascular incident or occurrence, mental, physiological, motor, visual or hearing injuries, deficiencies, or disturbances, partial or total paralysis, slips, falls, or other unintended loss of balance or bodily movements, heat stress, torn muscles, tendons or ligaments, pinched nerves, pinched body parts and even partial amputations which may arise from the utilization of some equipment, and other forms of bodily injury impairment, disability or even death. I understand and acknowledge that my participation in various activities or programs at the Family Ministry Center, and my use of equipment or machinery involve risks of injury, impairment, disability, disfigurement and even death. With full knowledge, realization and appreciation for the potential risks, I desire to participate in various activities at the Family Ministry Center.
3. I represent that I am in good physical condition and have no disabilities, diseases, illnesses or other conditions that would prevent me from fully participating in any activities offered at the Church's Family Ministry Center or fully utilizing the facilities, equipment or machinery.
4. I represent that I have consulted with a physician concerning activities in which I wish to participate at the Church's Family Ministry Center and have determined, based upon the consultation, that I may engage in the contemplated activities at the Church's Family Ministry Center and that I have received my physician's written approval to engage in such activities. If I have determined not to consult with a physician as to the contemplated activities to be carried on at the Church's Family Ministry Center, I acknowledge that it has been recommended to me that I obtain such medical clearance prior to engaging in various activities at the Church's Family Ministry Center.
5. I agree that all activities to be engaged by me at the Church's Family Ministry Center are undertaken at my sole risk and that I will abide by the Church's rules and regulations concerning the Family Ministry Center as may be amended from time to time, such as not bringing any weapons or objects that could be misused for personal harm.
6. By my execution hereof and in consideration of the Church allowing my participation in the ministries and use of the facilities of the Family Ministry Center, I hereby waive, prospectively release, discharge, and acquit the Church, its directors, officers, ministers, employees, agents, representatives, volunteers and co-participants from any all claims and from any account of, arising out of or while engaged in any activities, or while using any of the equipment or machinery at the Church's Family Ministry Center at any time. My prospective waiver and release shall extend and apply to all claims, demands or causes of action including those that may arise out of the active/passive negligence of those parties hereby released. The undersigned

and the Church agree that this provision shall not apply to any acts or omissions of gross negligence, intentional, wanton or willful misconduct or criminal activity by any of those parties hereby released.

- 7. I do further agree to indemnify and hold the Church and all those released hereby absolutely harmless from any and all claims, demands, suits or causes of action, including all fees (including attorney fees), costs or expenses related hereto, that are instituted either by myself or by any of my heirs, executors or administrators, or by my spouse, dependents related in anyway, or guests that accompany me whatsoever to my use of the Church's Family Ministry Center facilities, equipment or machinery, or arising out of my participation in any programs or services carried on at the Church's Family Ministry Center.
- 8. I acknowledge and agree that the Church is not responsible for lost or stolen articles. I further acknowledge that I should keep my valuables with me at all times while using the facilities. I acknowledge that storage space or lockers do not always protect valuables. Consequently, by executing this form and accompanying documents, I agree to assume all responsibility for my own property and to insure that property against any risk of loss as I see fit. By the execution hereof, I expressly and knowingly agree to forego, waive, release and prospectively give up any right to institute any claim or action against the Church or any of its personnel related to any lost or stolen property, including property lost or stolen due to the negligent act or omission of the Church and/or its directors, officers, ministers, agents, representatives, employees, volunteers or others. I agree to indemnify and save the Church and all of its personnel and/or representatives harmless from any action, claim, suit or subrogated claim or suit instituted at any time hereafter against the Church and/or its directors, officers, ministers, agents, representatives, employees and volunteers related to the theft or loss of my property at the Family Ministry Center. I agree that the Church shall be indemnified by me for all costs, expenses, fees, including attorney fees, incurred by the Church or its personnel by reason of any such action. The undersigned and the Church agree that this provision shall not apply to any acts or omissions of gross negligence, intentional, wanton or willful misconduct or criminal activity by any of those parties hereby released.
- 9. I expressly agree that this instrument and the protections herein afforded to the Church are intended to be as broad and inclusive as permitted by the laws of the State of Tennessee and that if any portion hereof is held invalid for any reason whatsoever, it is agreed and intended by me that the balance shall, notwithstanding, continue in full legal force and effect.

CAUTION! READ THE ABOVE PROVISIONS BEFORE SIGNING

(If you cannot read or need to have the document interpreted for you, have someone do so prior to your execution of the following provisions.)

Name of Participant: _____ Today's Date: _____
(please print clearly)

Driver's License #

Date of Birth

Street Address

City/State/Zip Code

(_____)_____
(Area Code) Home Phone Number

(_____)_____
(Area Code) Cell Phone Number

Participant's Signature

(Parent/Legal Guardian signature – if participant is under age 18)