

# East Thonotosassa Baptist Church

12735 Knights Griffin Rd, Thonotosassa, FL 33592

## **Participant Waiver, Release of Liability, and Assumption of Risk Agreement \* Read Before Singing \***

In consideration of East Thonotosassa Baptist Church Inc., a Florida not for profit corporation hereafter known as "ETBC", furnishing services, lodging and or equipment to enable me to and allowing me to participate in any way in the program and related events and activities, I, individually and for my heirs, assigns, successors and personal representatives, agree as follows:

I fully understand and acknowledge that recreational activities on and off campus, in May Day Georgia, have significant risks, dangers and hazards and that such exist in my use of ETBC's equipment, facilities and/or my participation in ETBC's activities. My participation in such activities and/or use of such equipment or facilities may result in injury or illness including but not limited to bodily injury, drowning, disease (including any blood borne, air borne or water born pathogen, bacteria, virus, Amoeba, snake bites, etc.) or death. These risks and dangers may be caused by the negligence of the owners, officers, employees or agents of ETBC, the negligence of the participants or the negligence of others, accidents, breeches of contract, river or land conditions, under and above water obstructions, water levels and currents, the forces of nature, wildlife and other causes. Risks and dangers may arise from foreseeable or unforeseeable causes. I hereby assume all risks and responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, officers, agents or employees of ETBC or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify ETBC and its owners, property lessors, officers, agents, volunteers, (including weekend retreat in May Day, Georgia), and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of ETBC's equipment or facilities or participation in ETBC's activities, (including weekend retreat to May Day, Georgia). I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, officers, agents or employees of ETBC.

I understand that the use of equipment furnished by ETBC constitutes an acceptance of said equipment on an "as is" lease basis. I agree to pay for any damage done to the equipment or property of others. I also agree to pay for the search and rescue of any person or equipment performed by ETBC personnel. I hereby state that I have no physical or mental condition which would impair my ability to participate in river canoeing or land activities (including weekend retreat to May Day, Georgia). I realize and accept that I and I alone am the person who decides whether these activities are appropriate for me and/or my minor child for whom I am responsible.

I also grant the right for ETBC to use my image or likeness for promotional purposes related to ETBC. I acknowledge and agree that this Waiver and Release shall be construed pursuant to the laws of the State of Florida and that the venue for any dispute that may arise out of this agreement or otherwise between parties shall be Hillsborough County, Florida. I acknowledge and agree that should any provision or aspect of this release and waiver be found to be unenforceable, all remaining provisions of the release and waiver will remain in full force and effect.

**Everyone must print their name & sign below. Minor children should have a parent print and sign their name. Parent or Guardian must sign the Minor Child Notice below.**

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Participant's Printed Name

Participant's Signature

Age

Date

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:** Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if ETBC, their officers, agents and/or employees, and, if applicable, the owners and lessors of premises used for the activity ("Releasees") uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from ETBC, their officers, agents and/or employees, and, if applicable, the owners and lessors of premises used for the activity ("Releasees") in a lawsuit for any personal injury, including death, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and ETBC, has the right to refuse to let your child participate if you do not sign this form.

**Parent/Guardian Signature**

**Date**

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