

RELEASE, WAIVER, AND INDEMNITY AGREEMENT *(Page 1 of 2)*

IT IS THE INTENTION OF *(your name)* _____ **BY THIS AGREEMENT TO EXEMPT AND RELIEVE ST. MATTHIAS' CHURCH AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OF ALL MINISTRIES AND SERVICES THERE UNTO FROM LIABILITY FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE, OR WRONGFUL DEATH OF** *(participant's name)* _____ **CAUSED BY ANY ACT OF NEGLIGENCE OF ST. MATTHIAS' CHURCH AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OF ALL MINISTRIES AND SERVICES THERE UNTO (hereafter noted as "St. Matthias' Church").**

For and in consideration of permitting *(participant's name)* _____ to observe, or use any facility or equipment of St. Matthias' Church, or engage in and/or receive instruction in any activity or activity incidental thereto **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** at: St. Matthias' Church, in the city of Summerton, County of Clarendon, and State of South Carolina, and/or any location for the same, beginning on this day *(month/day/year)* ____/____/____, the undersigned parent and/or guardian of *(participant's name)* _____ hereby voluntarily and absolutely releases, discharges, waives, and relinquishes any and all loss or damages or actions or causes of action for personal injury, illness, property damage, or wrongful death occurring to *(participant's name)* _____ as a result of *(participant's name)* _____'s observing or using facilities or equipment of St. Matthias' Church, or engaging in or receiving instructions in any activities **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** or in activities incidental thereto wherever or however the same may occur, be it on the property of St. Matthias' Church or some other property used for the same, and for

whatever period said activities or instructions may continue. The undersigned parent or guardian of (*participant's name*) _____ for him/herself, his/her heirs, executors, administrators, or assigns agrees that in the event any claim for personal injury, illness, property damage, or wrongful death shall be prosecuted against St. Matthias' Church or its officers, agents, servants, or employees, the undersigned parent or guardian will indemnify and hold harmless St. Matthias' Church and its officers, agents, servants, or employees from any and all claims or causes of action by (*participant's name*) _____ or by any other person or entity, by whomever or wherever made or presented, and under no circumstances will the undersigned parent or guardian of (*participant's name*) _____ present any claim against St. Matthias' Church and said persons for personal injuries, illness, property damage, wrongful death, or otherwise, caused by any act of negligence by St. Matthias' Church and said persons.

The undersigned parent or guardian represent that he/she has read this Release, has requested and has been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or instruction offered, assumes all risks associated with such dangers and risks, and is fully aware of and understands the terms and the legal consequences of the signing of this Release. The undersigned parent or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Date _____

Signature of Parent or Legal Guardian _____

For (*Name of Participant*) _____