

Evangelical Free Church of Bozeman
ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I acknowledge that I or my children participate in an E. Free church ministry. In consideration of the services of the E. Free Church, its agents, owners, affiliates, officers, volunteers, participants, employees, independent contractors, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "The E. Free Church") I hereby agree to release and discharge E. Free Church, on behalf of myself, my children, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Acknowledgment of Risk:** I recognize the fact that there is an inherent danger in use of playground equipment (or any other equipment in the vicinity) by my child(ren) without my direct, constant supervision, including but not limited to death or injury resulting from (a) walking, running, jumping, or other activities associated with playing on a playground; (b) colliding with other people (c) slips, falls, or exhaustion. I have fully investigated the playground and as a result of my personal investigation, I acknowledge that I am aware that there may be dangers, and that my child(ren) may suffer injuries as a result of their participation in them. I understand that no amount of care, caution, instruction or expertise can eliminate this inherent danger.

2. **Assumption of Risk:** In recognition of the known and unknown risks identified above, I expressly agree and promise to accept and assume all of the risks existing in my child(ren)'s use of the playground equipment. I represent that I have voluntarily chosen to assume all risks associated with these activities

3. **Release Provision:** I understand and agree that I am assuming full responsibility for any and all death, illness, injury, and property damage and/or loss that my child(ren) may suffer, in connection with any and all activities in which my child(ren) may participate under E. Free Church's supervision, including, but not limited to death, illness, injuries or property damages and/or loss arising from, among other things, negligence or carelessness of the part of the E. Free Church. I agree that this release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the E. Free Church. I agree that I, my children, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute the E. Free Church, for injury or damage resulting from negligence or other acts, howsoever caused.

4. **Indemnity Clause:** I hereby indemnify and hold harmless the E. Free Church from any and all liabilities or claims made by other individuals or entities as a result of any of my child(ren)'s actions while I am engaged in any E. Free Church activity including any litigation, expenses, attorney's fees, loss, liability, damage or cost which may occur as a result of any such claims. Should the E. Free Church, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

5. **Continuation of Agreement:** I understand and agree that this release will have the effect of releasing, discharging, waiving, any and all actions or causes of action that I may have or have had against the E. Free Church whether under statutory or common law existing now or in the future, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by the E. Free Church.

6. **Governing Law, Jurisdiction and Severability of Provisions.** This Waiver and Release of Liability shall be governed by Montana law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against the E. Free Church, I agree to do so solely in the Commonwealth of Montana. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect.

BY SIGNING THIS DOCUMENT OR ACCEPTING THE POLICY TERMS, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN AN E. FREE CHURCH ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST E. FREE CHURCH ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE E. FREE CHURCH AND ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH. I HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND E. FREE CHURCH AND AFFILIATED PARTIES AND I SIGN IT OR AGREE TO THIS DOCUMENT OF MY OWN FREE WILL.

I agree to indemnify and hold harmless the parties referenced above from any and all claims which are brought by, against, or on behalf of my child(ren), and which are in any way connected with my participation in a E. Free Church activity or my child(ren)'s participation in a E. Free Church activity. I hereby represent that I am, in fact, acting in such capacity and agree to save and hold harmless and indemnify each and all of the parties referenced above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I HAVE READ AND AGREE TO THE ABOVE ADDITIONAL INDEMNIFICATION AND THE ABOVE ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY

Signature: _____
Parent/Guardian

Date: _____

Print Name: _____
Parent/Guardian

Child(ren)'s name: _____

