

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

IT IS THE INTENTION OF _____ (PARENT OR GUARDIAN OF MINOR) BY THIS AGREEMENT TO EXEMPT AND RELIEVE SOUTHPOINT CHURCH AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OF _____ (NAME OF MINOR) CAUSED BY ANY ACT OF NEGLIGENCE OF SOUTHPOINT CHURCH AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

For and in consideration of permitting _____ (NAME OF MINOR) to observe, or use any facility or equipment of SOUTHPOINT 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: SOUTHPOINT CHURCH/J. MICHAEL LUNSFORD MIDDLE SCHOOL in the city of CHANTILLY, County of LOUDOUN, and State of VIRGINIA, beginning on the day of JUNE 24, 2013, the undersigned parent and/or guardian: **hereby voluntarily and absolutely releases, discharges, waives, and relinquishes any and all loss or damages or actions or causes of action for personal injury, property damage, or wrongful death as a result of observing or using facilities or equipment of SOUTHPOINT 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, and for whatever period said activities or instructions may continue.**

The undersigned parent or guardian for him/herself, his/her heirs, executors, administrators, or assigns agrees that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against SOUTHPOINT CHURCH or its officers, agents, servants, or employees, the undersigned parent or guardian **will indemnify and hold harmless SOUTHPOINT CHURCH and its officers, agents, servants, or employees** from any and all claims or causes of action 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 present any claim against SOUTHPOINT CHURCH and said persons for personal injuries, property damage, wrongful death, or otherwise, caused by any act of negligence by SOUTHPOINT 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.

SIGNATURE OF PARENT OR GUARDIAN: _____

DATE: _____