

ACCIDENT WAIVER AND RELEASE OF LIABILITY AGREEMENT

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN/ON OR UTILIZING ANY/ALL PLAYGROUND OR OTHER RECREATIONAL EQUIPMENT (independently or collectively referred to herein as "EQUIPMENT"), NO MATTER THE TYPE, PURPOSE, OR LOCATION OF SAID EQUIPMENT, THAT IS OWNED, MANAGED, OPERATED, OR OTHERWISE UNDER THE CONTROL OF THE FIRST UNITED METHODIST CHURCH OF SILOAM SPRINGS (hereinafter referred to as the "CHURCH"), including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, operated, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared to, or am otherwise physically capable of utilizing the Church's equipment, and have not been advised to avoid participation in/on or the use of such equipment by a duly licensed and qualified medical professional. I certify that there are no health-related concern(s), reason(s), or problem(s) which would or should preclude my participation in/on or my use of the equipment.

I acknowledge that this Accident Waiver and Release of Liability Agreement (hereinafter referred to as the "Agreement") will be used by the Church, the Northwest District of the Arkansas Annual Conference, the Arkansas Annual Conference of the United Methodist Church it's agents, employees, volunteers, constituents, monitors, assigns, sponsors, and/or organizers in relation to the equipment, and that this Agreement will govern my actions and responsibilities related to said equipment.

In consideration of my participation in/on or my use of the equipment, I hereby take action for myself, my agents, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability including, but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me as a result of my participation in/on or my use of the equipment, THE FOLLOWING ENTITIES OR PERSONS: the Church, the Northwest District of the Arkansas Annual Conference, the Arkansas Annual Conference of the United Methodist Church, and/or their directors, officers, employees, agents, monitors, volunteers, organizers, constituents, members, and representatives;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Church or other persons/entities mentioned in paragraph (A) immediately above from any and all liabilities or claims made as a result of my participation in/on or my use of the equipment, whether caused by the negligence of the Church or otherwise.

I acknowledge that the Church, the Northwest District of the Arkansas Annual Conference, the Arkansas Annual Conference of the United Methodist Church, and/or their directors, officers, employees, agents, monitors, volunteers, organizers, constituents, members, and representatives are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity related to my participation in/on or the use of the equipment.

I acknowledge that my participation in/on or my use of the equipment may involve my physical and mental limits, which carries with it the potential for accident, disability, personal injury, death, property damage, and/or property theft. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment defects/failures, condition of participants, lack of hydration, and actions of other people including, but not limited to, the Church, the Northwest District of the Arkansas Annual Conference, the Arkansas Annual Conference of the United Methodist Church, their directors, officers, employees, agents, monitors, volunteers, organizers, constituents, members, and representatives.

I hereby consent to receive medical treatment which may be deemed advisable in the event of accident, injury, and/or illness during my participation in/on or my use of the equipment.

I understand while participating in/on or utilizing the equipment, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the Church the Northwest District of the Arkansas Annual Conference, the Arkansas Annual Conference of the United Methodist Church, or their directors, officers, employees, agents, monitors, volunteers, organizers, constituents, members, and representatives.

This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

DATE: _____

Participant's Printed Name

Participant's Signature
(if over 18 yrs. of age)

Participant's Parent/Guardian's
Printed Name

Participant's Parent/Guardian's
Signature