

ST. MARK PRESBYTERIAN CHURCH
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (ADULT)

1. In consideration for allowing me to participate in _____ at St. Mark Presbyterian Church, I hereby release, waiver, discharge and covenant not to sue St. Mark Presbyterian Church, its officers and/or members or their agents, or Mission Presbytery with which it is affiliated (hereafter "Releasees"), from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the risks of injury and the hazards connected with _____ including, but not limited to _____. And I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me or any loss of damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of releases or otherwise.

3. I further hereby agree to indemnify and hold harmless the releases from any loss, liability, damage, or costs, including court costs and attorney's fees that they may incur due to my participation in said activity, whether caused by negligence of releases or otherwise.

4. It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named releases. I hereby further agree that this waiver of liability and hold harmless agreement shall be strictly construed in accordance with the laws of the State of Texas.

5. In signing this release, I acknowledge and represent that I have read the foregoing waiver of liability and hold harmless agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I am at least 18 years of age and fully competent. I execute this release for full, adequate, and complete consideration fully intending to be bound by same.

I have executed this document on the _____ day of _____, 20_____.

Signature of Participant

Printed Name of Participant