



WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in **ALL CHURCH IN THE SON and THE MIX ORLANDO RELATED EVENTS in 2024 including but not limited to Fine Arts, Summer Camp, One Day Encounter and Internship**, and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Church In The Son, located at 4484 N John Young Pkwy, Orlando, Florida 32804, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, directors, officers, and assigns (such persons, collectively and individually hereinafter referred to as "The Church Released Parties"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Church In The Son against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Church In The Son incurs any of these types of expenses, I agree to reimburse Church In The Son.

I acknowledge that Church In The Son and The Church Released Parties are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Church In The Son.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY CARRY WITH IT POTENTIAL RISK. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE CHURCH IN THE SON AND THE CHURCH RELEASED PARTIES, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST CHURCH IN THE SON FOR PERSONAL INJURY OR PROPERTY DAMAGE.

The terms of this Waiver and Release of Liability apply regardless of the cause or theory of action asserted against the Church Released Parties, whether in law or equity, contract or tort, for all acts and omissions, including negligence, to the greatest extent permitted by Florida law.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

Initials: _____

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the

Participant, _____, and Church In The Son agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

I the undersigned expressly assumes the risk of all foreseeable and unforeseeable possibilities of injury or death inherent in these activities.

Participant's Name: _____

Participant's Phone: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian

Name: _____

Relationship to

Minor: _____

Parent/Guardian Phone

#: _____

Signature: _____

Date:



PHOTO RELEASE

For good and valuable consideration, the receipt of which is hereby acknowledged,

I, _____, hereby grant Church In The Son permission to use my likeness in a photograph in any and all of its publications, including but not limited to all of Church In The Son's printed and digital publications. I understand and agree that any photograph using my likeness will become property of Church In The Son and will not be returned.

I acknowledge that since my participation with Church In The Son is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize Church In The Son to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing Church In The Son's programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge Church In The Son from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators or any other persons acting on my behalf or on behalf of my estate have or may by reason of this authorization.

Participant's Name: _____

Participant's Phone: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Parent/Guardian Phone #: _____

Signature: _____

Date: _____

