

Waiver and Release of Liability

Participant: _____
(Print Participant's name, above)

Is the Participant age 18 or over? _____
(If not, include the Parental Joinder and Authorization for Medical Care for Minors)

I, the Participant, desire to participate in **Rolling River Rampage VBS** (describe event) (the "**Activity**") and understand that The Hills Church of Christ, which operates under the assumed name The Hills Church, will not allow me to do so unless I enter into this Waiver and Release of Liability ("**Agreement**"). I am entering into this Agreement for the benefit of The Hills Church of Christ and its directors, officers, elders, employees, volunteers, representatives, and agents (individually and collectively, the "**Church**") and to induce the Church to allow me to participate in the Activity.

1. I understand and accept the risks. I understand that the Activity may not be on property owned or controlled by the Church and may be in another state or another country. I also understand that the Activity will involve numerous dangers and risks that cannot all be listed in this Agreement, but that include risks and dangers arising from: the negligence of the Church to plan and conduct the Activity adequately; vehicular failures and accidents, whether arising from inadequate maintenance, operation or other causes; physical exertion for which I am not prepared; unsafe conditions at construction sites or natural disaster areas; unsanitary conditions; exposure to disease; snake, animal, and insect bites and stings; impure food and water; acts of terrorism; criminal activity; and civil unrest. I accept and assume all of these risks and dangers, whether listed herein or not.

2. I am physically able to participate in the Activity. I represent to the Church that I am in good physical condition and that I am physically able to participate in all aspects of the Activity.

3. I have adequate insurance. I have and will maintain during the Activity health insurance, accident insurance and life insurance sufficient to provide coverage for all injuries and damages that may be suffered by me and my family while I participate in the Activity, and I am not relying upon the Church to provide any insurance coverage for me or my family. I have investigated and verified the coverage of my insurance while I am participating in the Activity, including if the Activity will occur outside of the United States of America. Any insurance carried by the Church that provides any coverage to me is secondary insurance and not primary.

4. I release and hold the Church harmless. The Church (which term includes all of the individuals listed above) will not be liable, jointly or severally, for any death, injury, damage or loss that I or my family sustain nor for any property damage or loss that I or my family sustain, which is suffered as a result of or in any way relating to the Activity. For myself and for each of my family members, I hereby waive and release and forever discharge the Church (including all of the individuals listed above in the definition of that term), jointly and severally, from any and all liability and claims for death, injury, damage or loss to me, to my property, or to any member of my family, which is suffered as a result of or in any way related to the Activity, even if such claim and liability arises in whole or in part from the negligence of the Church (including the negligence of any individual listed in the definition of that term).

5. Texas law will apply. This Agreement and the relationship between the Church and me will be governed by the laws of the State of Texas, and the federal laws of the United States of America, exclusive of any conflicts of laws rules.

6. We will mediate and arbitrate any disputes. I and the Church are Christians and we believe that the Bible commands us to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the biblical injunctions of 1 Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20. Therefore, we agree that any claim or dispute arising out of or related to this Agreement or my participation in the Activity, including claims under federal, state, and local statutory or common law, the law of contract, and law of tort, must be settled by biblically based mediation. If the resolution of the dispute and reconciliation do not result from mediation, the matter must then be submitted to an independent and objective arbitrator for binding arbitration.

We also agree for the arbitration process to be conducted in accordance with the Christian Conciliation Rules of Procedure contained in the ICC booklet Guidelines for Christian Conciliation. Consistent with these rules, I and the Church must agree to the selection of the arbitrator. We also agree that if there is an impasse in the selection of the arbitrator, the Institute for Christian Conciliation ("ICC"), will be asked to provide the name of a qualified person who will serve in that capacity. Consistent with the rules of procedure, the arbitrator should issue a written opinion within a reasonable time. I agree that these methods are the sole remedy for any controversy or claim arising out of this Agreement or my participation in the Activity.

7. I agree to these generally applicable provisions.

(a) If any provision hereof is held to be illegal, invalid or unenforceable under applicable laws, then such provisions will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part hereof, and the remaining provisions will remain in full force and effect.

(b) This Agreement and the Parental Joinder referenced above, if applicable, supersede and replace all other agreements and representations, both oral and in writing, between the Church and me with respect to the Activity and contain the entire understanding and agreement between the Church and me with respect to the matters addressed herein.

Date: _____

PARTICIPANT'S NAME: _____

(Print Participant's name, above)

If Participant is age 18 or over, Participant must sign:

(Signature of Participant, if age 18 or over)

If Participant is under age 18, Participant's parent must sign on behalf of Participant:

By Participant's Parent, on behalf of Participant: _____
(Signature of Participant's parent)

Printed Name of Parent: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on _____, by _____.

Notary Public in and for the State of Texas