

ACTIVITY PARTICIPATION AGREEMENT,
WAIVER AND RELEASE

I, _____, (Participant) (Or Parent/Guardian if Participant is a Minor) acknowledge that I am participating in _____ (Name of Event or Activity) activity with Edmond's First Baptist Church on _____ (Date of Event or Activity). I understand and acknowledge that the activity I wish to voluntarily engage in bears certain risks, known or unknown, identified or unidentified, anticipated or unanticipated, which may result in injury, illness, disease (physical or mental), death or damage to myself, my property or to spectators or to other third parties.

1.

Acceptance of Risks and Responsibility. Because I am aware that this activity entails risks of injury to myself or others, I expressly agree, covenant, accept and assume all responsibility and risks for injury, illness, disease (physical or mental), death or damage to myself, my property or to others, arising out of my participation in this activity. I release and hold harmless Edmond's First Baptist Church from any liability or responsibility as a result of my voluntary participation in this activity. I have elected to participate, knowing the risks.

2.

Release. I hereby voluntarily release, indemnify, hold harmless and agree to defend Edmond's First Baptist Church, its successors and assigns, agents, employees, trustees, and officers from any and all liability, claims, demands, actions or rights of action which are related to or arise out of or in any way connected with my participation in this activity, including, but not limited to, any acts or omissions of Edmond's First Baptist Church, its successors and assigns, agents, employees, trustees, officers and all other persons or entities connected to Edmond's First Baptist Church, including any and all defense costs, attorney's fees, or from other costs incurred in connection with claims for bodily injury or damage which I may negligently or intentionally cause to myself or others arising from my participation in this event.

3.

Acknowledgment of Rights and Effect of this Agreement. I understand and acknowledge that by initialing and signing this document, I give up certain legal rights and/or possible claims which I might otherwise assert or maintain against Edmond's First Baptist Church, its officers, trustees, assigns, agents or other employees, persons or entities connected with the church. I have read this document and acknowledge that I understand it completely and intend to assume responsibility and legal liability for claims or any other legal demands including defense costs which may be asserted by third parties against me or Edmond's First Baptist Church as a result of my participation in this activity.

4.

Right to Search. I give my permission to the staff, representatives, sponsors, or chaperones of Edmond's First Baptist Church, to search my or my child's personal belongings, including but not limited to luggage, purses, and backpacks if, in the opinion of said staff, representative, sponsor or chaperone, a situation is presented in which a search is deemed necessary and appropriate.

5.

Costs and Expenses Incurred. In the event Participant is required to make a deposit, purchase airline, train or bus tickets or advance funds for any other purpose, Participant acknowledges and agrees that those deposits are non-refundable. Participant acknowledges and understands that Edmond's First Baptist Church will do everything they can to cancel or obtain refunds for advanced costs paid if Participant withdraws from the event, but if refunds are not available to the church, the deposit made by Participant will be non-refundable.

6.

Promotional Materials. I permit the use of my or my child's picture or likeness in promotional materials to be used in consideration with Edmond's First Baptist Church and its subsidiaries, including the church's printed material, web site, Facebook page and other social media outlets.

7.

Dispute Resolution. If a dispute over this agreement or any claim for damages arises, the Participant (or parent/guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the Participant (or parent/guardian) and Edmond's First Baptist Church cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel for resolution in accordance with the rules of the American Arbitration Association. The Participant specifically agrees to waive his/her right to file a lawsuit or seek recovery for damages through any court process.

My signature below indicates that I have read this agreement, completely understand it and agree to be bound by its terms. I am at least eighteen (18) years of age, fully competent, or have had my parent or guardian sign this document on my behalf.

Participant Date

Parent or Guardian Date

In case of emergency, please contact:

Next of Kin _____ Relationship _____

Address _____
Street Address City State Zip

Telephone () _____ home () _____ work
() _____ mobile

E-mail _____