

ASSUMPTION OF RISK, RELEASE AND IDEMNITY

Travel to and from and the use of facilities at Lakeview Baptist Church and Lakeview Christian School naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Lakeview Baptist Church, Inc., Lakeview Baptist Church, and any of their affiliated entities or any officer, director, member, agent, servant or employee (hereinafter collectively "LBC") will not be liable for any injury, including and without limitation, personal, bodily or mental injury, death, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned children, guest or relative (hereinafter collectively "GUEST") resulting from the negligence of LBC or anyone else using equipment or facilities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend LBC against such claims and pay LBC for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify LBC for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of South Carolina. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Pickens County, South Carolina.

WAIVER OF LIABILITY

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i)LBC; (ii) any other guest, visitor or person present or using the facilities or equipment of LBC; (iii) any designers, manufacturers, or installers of the facilities or equipment of LBC. This agreement releases LBC from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any loss or damages or claims or demand arising out of GUEST's personal injuries, damage to property or GUEST's death, even if LBC's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against LBC, its directors, employees, or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries resulting from the negligence of operators, employees, or volunteers of LBC; or the negligence of guests, visitors, or persons who may be present at LBC; or the negligence of any designers, manufacturers or installers of the facilities or equipment of LBC.
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilities or equipment of LBC.
3. Injuries resulting from slips, trips, falls, or other such accidents that occur while using the facilities or equipment of LBC, or which may be caused by other persons' use of the facilities or equipment of LBC.
4. Injuries resulting from participating in and / or using equipment in connection with activities sponsored by LBC which may take place outside of any premises owned or operated by LBC; and
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents or employees of LBC who seek to assist with medical or other help either before or after injuries have occurred; and
6. Injuries and or death that may occur on buses transporting GUESTS to and from the facilities of LBC or facilities that LBC may have rented.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this Agreement is signed.

BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENT OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER, OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRENTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Signature of Adult (If participant under 18, Parent/Legal Guardians Signature)

Date

Print Name

If under 18, please print all names:

