

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in church sponsored activities (the “Activity”), 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 First United Methodist Church of McKinney, operating as Melissa United Methodist Church, located at 315 N. Church Street, McKinney, Texas 75069, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, 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. I ASSUME ALL REALTED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INDLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I acknowledge that First United Methodist Church of McKinney, operating as Melissa United Methodist Church and their directors, officers, volunteers, representatives and agents 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 First United Methodist Church of McKinney, operating as Melissa United Methodist Church.

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 FIRST UNITED METHODIST CHURCH OF MCKINNEY, OPERATING AS MELISSA UNITED METHODIST CHURCH, AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, AND REPRESENTATIVES 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 FIRST UNITED METHODIST CHURCH OF MCKINNEY, OPERATING AS MELISSA UNITED METHODIST CHURCH FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of First United Methodist Church of McKinney, operating as Melissa United Methodist Church, its agents, and employees.

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.

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 without duress or coercion.

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.

In the event of any emergency, please contact the following person(s) in the order presented:

Emergency Contact	Relationship	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 it's 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.

Participant's name: _____

Participant's address: _____

Signature: _____

_____ **Photos are taken at Melissa UMC events. Initial here if you do NOT want your child's photos published on our website, newsletter or social media. Addresses and phone numbers are never published.**

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: _____

Signature: _____

Date: _____