

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in the Anchored by Grace Fishing League, 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 & release of liability & 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 Grace Baptist Church located at 2176 Walling Road, Springfield TN 37172, 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 the 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, or the condition of the activity locations(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the activity, including travel to, from, and during this activity.

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 Grace Baptist Church and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, 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 Grace Baptist 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 Grace Baptist 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 at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. All participants that have signed this waiver and Grace Baptist Church 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.

Participant Name: _____ Date: _____

Participant Name: _____ Date: _____

Participant Name: _____ 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 the named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Signature Relationship to Minor Date