**Johnston Woods and Broad Street United Methodist Church Assumption of Risk and Waiver, Hold Harmless, and Release from All Liability**

**READ THIS ENTIRE DOCUMENT.**

In consideration of Johnston Woods’s and/or Broad Street United Methodist Church’s furnishing services, premises, facilities, and/or equipment to me to participate in the following kinds of activities: boating, swimming, archery, tag, hiking, biking, games, camping, meals, overnight accommodations, and any other outdoor or indoor activities offered by or through Johnston Woods or Broad Street United Methodist Church (“Activities”), and whether or not located on any property owned by Broad Street United Methodist Church, I hereby expressly acknowledge, covenant, agree, and understand:

1. That the Activities involve known, unknown, and unanticipated risks that could result in physical, mental, or emotional injury, harm, or damage to me, my property, or third parties, including but not limited to: death, paralysis, disease, slips, falls, free falling, drowning, heat stroke, heart attack, pinches, scrapes, twists, jolts, strains, broken bones, scratches, bruises, infection, animal bites, lacerations, rope burn, blindness, seizure, and other injuries. I also understand that participating in a group Activity subjects me to the conduct of other individuals during which I may be exposed to negligent acts and behaviors of other persons;
2. That any use of the BSUMC equipment, facilities, or property that is not expressly authorized by BSUMC is an “Unauthorized Use” and is strictly prohibited;
3. That I have superior knowledge of my health, medical, physical, and mental conditions, do not have to participate in any Activity, may voluntarily choose to participate in any Activity, and may choose to withdraw from further participation in any Activity;
4. **That I accept and assume any and all of the risks inherent in any of the Activities in which I choose to participate and my involvement in any Unauthorized Use**;
5. **That I, for myself and anyone entitled to act on my behalf, including, but not limited to, my heirs, agents, representatives, and successors, to the fullest extent permitted by law, do, shall, and will (a) indemnify, hold harmless, and defend and (b) release, waive, and forever discharge Johnston Woods, Broad Street United Methodist Church, their staff and members, directors, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (collectively, “BSUMC”) from and against any and all claims, losses, damages, fees, expenses, harm, injury, expenses, judgments, executions, liens, demands, causes of action, court costs, attorneys’ fees, and all other liabilities (collectively, “Liabilities”) occurring to me and arising out of or resulting in whole or in part from my participation in an Activity or any Unauthorized Use, even if such Liabilities arise out of negligence or carelessness of BSUMC, any participant in the Activity or Unauthorized Use, or a third party**;
6. That BSUMC does not provide insurance to participants in any Activities or for Unauthorized use, and that I am solely responsible for any Liabilities related to my participation in any Activity or in connection with any Unauthorized Use;
7. That if a medical emergency occurs during any Activity or as a result of any Unauthorized Use, I understand that BSUMC will attempt reasonably to contact my emergency contact listed below. If that person cannot be reached or time does not permit, I expressly authorize BSUMC to contact emergency services for help and, further, authorize a licensed medical provider to provide all proper treatment, and **I expressly release, waive, and forever discharge BSUMC from any and all Liabilities resulting from BSUMC’s obtaining medical services under this authorization on my behalf**;
8. That I grant and convey to Johnston Woods/BSUMC all right, title, interest I may have in any and all photographs, motion pictures, video recordings, and any other recordings made during or about any of the Activities, and BSUMC shall have the right to exploit such recordings throughout the universe, an unlimited number of times, in perpetuity by any and all means and media, now known and hereafter invented;
9. That this Waiver and Release shall be governed according to the substantive and procedural laws of the State of Tennessee without regard to its conflict of law provisions. All disputes arising hereunder shall be brought in the state courts having jurisdiction in Bradley County, Tennessee, and I consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available to me; and,
10. That, if any term or provision of this Agreement is held to be illegal, invalid, or enforceable, or the application thereof to any person or circumstance shall to any extent be illegal or unenforceable under present or future laws effective during the term hereof, then it is the express intention of the parties that the remainder of the waiver shall not be affected thereby, and each remaining term, clause, or provision of this waiver and the application thereof shall be legal, valid, and enforceable to the fullest extent permitted by law.

**My signature below certifies that I had sufficient opportunity to read this entire document, I have read it, I understand it, and I agree to be bound by its terms.**

**Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**If under 18, a guardian’s signature is required as an agreement upon this document and its terms:**

**Parent Name and signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Emergency Contact Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Group Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**