

Shiloh Christian School

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

READ THIS Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("AGREEMENT") CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND/OR YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF Shiloh Christian School ("Shiloh"), along with its respective affiliates, successors or assigns, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (THE "RELEASED PARTIES").

I, THE UNDERSIGNED, HEREBY ASSUME ALL OF THE LIABILITY AND RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Released Parties, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of permitting me to participate in this activity, I hereby agree on behalf of myself, my minor child(ren), our personal representatives, executors, administrators, heirs, next of kin, spouses, successors, assigns, and any other legal representative as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me THE FOLLOWING ENTITIES OR PERSONS: Shiloh and/or their directors, officers, employees, volunteers, representatives, contractors, and agents, and the activity holders, sponsors, and volunteers;
- (B) I acknowledge that the activities contemplated herein have inherent risks, hazards, and dangers for anyone that cannot be eliminated. I understand that these risks, hazards, and dangers include without limitation:
 - a. Climbing, sliding, and jumping on blow-up play equipment;
 - b. Participating in sports activities, including but not limited to dodge ball and football;
 - c. Climbing and jumping risks include, but are not limited to: falling; collisions with both manmade and natural objects; human error; slippery surfaces; negligence of other users;
 - d. Participating in sports activities risks include, but are not limited to: falling, being struck with balls or other objects, collisions with objects or other humans; human error, slippery surfaces; negligence of other users; and
 - e. Any other activity undertaken for exercise, education, relaxation or pleasure provided by the Released Parties.
- (C) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. If, despite this Agreement, I or anyone on my behalf makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I acknowledge that Shiloh and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by environment, temperature, weather, condition of participants, equipment, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers. I realize that there may be other risks not now known or not readily foreseeable, but I fully accept and assume all such risks, whether or not identified above, and I assume all responsibility for injury, loss or damage, which I suffer as a result of my participation. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I acknowledge that a parent or guardian must remain present and supervise all children at all times during the event. I acknowledge that Shiloh has no obligation to supervise any children while present at the event. I acknowledge that the movie Sing 2 will be shown at the event and I consent to my child viewing such movie.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I agree that the exclusive venue of any suit or claim against the Released Parties for any reason whatsoever shall be the Circuit Court of Washington County, Arkansas; consent to the jurisdiction of such Court as to any action to enforce this Agreement; and agree that this Agreement is to be enforced in accordance with the law of the State of Arkansas.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

[Signatures on Following Page.]

Shiloh Christian School

Parent/Guardian/Volunteer Signature		Printed Name		Date
Participant's Name (Please print legibly.)	Age	Participant's Name		Age
Participant's Name (Please print legibly.)	Age	Participant's Name		Age
Participant's Name (Please print legibly.)	Age	Participant's Name		Age
Participant's Name (Please print legibly.)	Age	Participant's Name		Age
Participant's Name (Please print legibly.)	Age	Participant's Name		Age