

FULL AND COMPLETE INDEMNITY, RELEASE AND WAIVER OF LIABILITY

The undersigned hereby acknowledges that it is fully aware that engaging in recreational activities (**including, without limitation, basketball, soccer, horseback riding, roller skating, camp activities and swimming in pool**), is potentially hazardous and understands and appreciates the risks associated with these recreational activities. These risks include (but are not limited to) falls, collisions with objects, being hit by flying objects, drowning, and dangers due to conditions on or of the property where the activities are taking place.

Having read this Full and Complete Indemnity, Release and Waiver of Liability (the "**Release**"), knowing these facts and in consideration of the Releasees (as defined below) permitting the undersigned to engage in recreational activities on properties owned by them, and intending to be legally bound, the undersigned does hereby for myself, my heirs, personal representatives, executors, administrators and assigns, agree as follows:

1. I do hereby **WAIVE AND FOREVER RELEASE AND AGREE TO FOREGO** any and all rights and claims for any injuries, losses, damages and liabilities of any kind (including without limitation property loss, bodily injury and death), arising out of my engaging in recreational activities on properties owned or used by Releasees, against **First Presbyterian Church, Nashville**, its officers, directors, employees, managers, representatives and assigns and their heirs, personal representatives, executors, administrators, agents, successors and assigns (collectively, the "**Releasees**"), whether any such injuries, losses, damages or liabilities may arise out of conduct or omissions on the part of the Releasees or others participating in the recreational activities, or out of my own action, conduct or omissions.

2. **I EXPRESSLY ASSUME THE ENTIRE RISK** of any and all bodily injuries of any kind or nature whatsoever (including death resulting therefrom), and personal injuries to me and damage to and loss of my property (including loss of use thereof and any other indirect or consequential damages) resulting directly or indirectly, wholly or in part, from engaging in recreational activities on properties owned by the Releasees.

3. In consideration of and as an inducement to the Releasees to allow me to engage in such activities on their properties, I hereby **AGREE TO INDEMNIFY, DEFEND, AND HOLD THE RELEASEES WHOLLY HARMLESS** from and against any and all claims, liabilities, losses, damages, costs, expenses (including reasonable attorney's fees), judgments and penalties arising out of any action, conduct or omission on the part of the Releasees, myself or others.

4. In the event that the participant in the recreational activities on Releasees' properties is a person under 18 years of age (the "**Participant**"), the undersigned parent or legal guardian of the Participant agrees to indemnify, defend, and hold harmless the Releasees from and against all claims, liabilities, losses, damages, costs, expenses (including reasonable attorney's fees), judgments, and penalties arising out of the Participant's engaging in recreational activities on properties owned by the Releasees.

5. I represent and warrant to the Releasees that I have full legal authority to sign this Release.

6. If any provision of this Release shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Release and shall not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY AS DESCRIBED ABOVE TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name: _____ **Signature:** _____

Date: _____ **Address:** _____