

RELEASE, WAIVER, AND INDEMNITY AGREEMENT – EVENTS FOR MINOR CHILD

or CHILDREN

I represent that I am the parent or legal guardian of the minor child or children referenced below (the “Minor Children”). I affirm that I am over the age of 18 and have full authority to execute this Release, Waiver, and Indemnity Agreement (“Release”) on behalf of myself and the Minor Children. I, on behalf of myself and the Minor Children, as well as all of our executors, personal representatives, heirs, agents, assigns and next of kin (jointly and severally, the “Releasor”), release, waive and covenant not to sue Bethany Christian Services of \_\_\_\_\_ (“BCS”), its parent companies, subsidiaries, affiliates and all of the foregoing’s directors, officers, employees, shareholders, representatives, promoters, sponsors, advertisers, agents, lessors and lessees, including, without limitation Bethany Christian Services (jointly and severally, the “Released Parties”) from and against all claims, losses, damages, liabilities or costs arising out of or related to any of the Released Parties’ activities or events, including without limitation personal injury or death. This release applies regardless of any negligence or other wrongful conduct of Released Parties. Releasor agrees that this section of the Agreement expressly extends to any claims or losses of the Minor Children, and the Minor Children’s executors, personal representatives, heirs, agents, assigns, personal representatives, and next of kin.

I, on behalf of myself and the Minor Children, assume full responsibility for and risk of bodily injury, including death due to all activities and conditions, including, without limitation, all risks inherent to driving or riding in a vehicle or on a motorcycle, playing recreational sports, swimming, walking, biking and/or running. I fully understand there are risks, and dangers associated with participation in recreational activities including, without limitation, swimming, running, walking, biking, and driving and riding in vehicles or on motorcycles, which could result in serious bodily injury and/or death. I agree that my and the Minor Children’s participation is voluntary.

I understand that snacks and meals may be provided during recreational or other activities. I understand that BCS is not responsible for monitoring the Minor Children’s special dietary restrictions.

I affirm that I am, and the Minor Children is/are, in good mental and physical fitness for any recreational or other activities. I affirm that I will use, and I will cause the Minor Children to use, the appropriate safety equipment (which I am responsible for providing), including but not limited to ear and eye protection, helmets, and other protective gear, when engaging in recreational or other activities. To the extent allowed by applicable law, Releasor agrees to indemnify the Released Parties and each of them from any claims, losses, damages, liabilities, or costs to the Released Parties for any and all claims which may be brought

against any of the Released Parties in connection with my use listed below of BCS's facilities or real property or related to activities or events sponsored by the Released Parties.

Releasor agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan (without giving effect to conflicts of law principles) and that if any portion of this Release is held invalid, it is agreed that the remaining part of this Release will continue in full legal force and effect. Releasor further releases all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered to them during participation in an activity, or any event conducted at any facility operated by the Released Parties.

I acknowledge that BCS does not provide health and accident insurance for non-employees and I agree to be financially responsible for any medical bills incurred as a result of emergency medical treatment.

Releasor agrees to reimburse BCS and the other Released Parties for actual attorneys' fees incurred by BCS or the other Released Parties with respect to any claim or lawsuit brought by Releasor against BCS or the other Released Parties if Releasor is not the prevailing party with respect to such claim or lawsuit.

RELEASOR IRREVOCABLY AND UNCONDITIONALLY WAIVES HIS OR HER RIGHTS TO A TRIAL BY JURY IN ANY ACTION THAT ARISES OUT OF OR RELATES TO THIS RELEASE OR THE ACTIVITIES OR EVENTS SPONSORED BY BCS OR THE OTHER RELEASED PARTIES.

Releasor agrees that this Release may be executed electronically (for example, by electronically clicking a box confirming the terms of this Release) and Releasor's electronic execution of this Release will be binding on Releasor.

This Release contains the entire agreement between Releasor and the Released Parties with respect to the subject matter of this Release.

I further state that I have carefully read the above Release and know the contents of the Release and sign this Release as my own free act. This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.