



WAIVER OF LIABILITY

Cottage Cove Urban Ministries

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. To the best of my knowledge, I am in good physical condition and fully able to participate in this activity at Cottage Cove. I am fully aware of the risks and hazards connected with my participation in this activity, including physical injury or even death, and hereby elect to voluntarily participate in said event, knowing that the associated physical activity may be hazardous to me and my property.
2. In consideration for receiving permission to participate in this activity, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Cottage Cove Urban Ministries/Cottage Cove Co., the Board of Directors of Cottage Cove, their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
3. I am fully aware of the risks and hazards connected with the activities of _____
_____ [describe activities], and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that Cottage Cove does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Tennessee and that any mediation, suit, or other proceeding must be filed or entered into only in Tennessee and the federal or state courts of Tennessee. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

6. Select One:

I HEREBY CERTIFY that I have personal health insurance. My insurance company is _____.

I HEREBY CERTIFY that I do not have personal health insurance and that I will be personally liable and responsible for all medical costs, transportation, or procedures, if required.

I hereby further authorize Cottage Cove staff or activity leadership to make essential decisions on my behalf with respect to medical treatment, emergency surgery, or hospitalization, should such be necessary. I understand that, whether I am insured or not, Cottage Cove shall in no way be responsible or liable for any costs arising from medical treatment, transportation, hospitalization, or procedures. I also hereby release the above-named RELEASEES or activity leadership from liability with respect to all decisions made and actions taken on my behalf with respect to any medical treatment, emergency surgery or hospitalization that I receive.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____, 20_____.

PARTICIPANT:

Print Name: _____

GUARDIAN, if under 18 years of age:

Print Name: _____

WITNESS:

Print Name: _____