

ST. THOMAS ORTHODOX CATHEDRAL OF INDIA

2411 Fifth St., Stafford, Texas 77477

WAIVER AND RELEASE OF LIABILITY

I, _____ (print name) ("Participant"), HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN ALL ACTIVITIES OR EVENTS (hereinafter "Activities or Events") held in St. Thomas Orthodox Cathedral of India at 2411 Fifth St., Stafford, TX 77477, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. Persons Participating shall include those who may participate in, spectate, and/or volunteer for, any of the Activities or Events held in St. Thomas Recreation Center, or any of the Activities or Events in any location held in conjunction with St. Thomas Orthodox Cathedral, Stafford, Texas.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the Activity or Event, and have not been advised to refrain from participating by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in Activities or Events held in the St. Thomas Community Center. These Activities or Events may include, but are not limited to, basketball-related activities, volleyball-related activities, badminton-related activities, pickle ball-related activities, dance-related activities (e.g., Bollywood X or other exercise dance), aerobic related activities, etc. The basketball-related, volleyball-related, badminton-related, pickle ball-related, and dance-related activities may include, but are limited to, free play, open gym activities, organized team play, tryouts for team, skill training, coaching, choreographing, etc.

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

I fully understand and acknowledge that participating in any Activity or Events in the St. Thomas Community Center, including recreational activities, will include, cause, or entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or emotional injury, paralysis, death or damage to myself, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, poles, pads, or the floor; equipment failure; the negligence of other

I acknowledge that the activity or event in which I engage in at the St. Thomas Community Center may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by facilities, temperature, weather, condition of participants, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers, involved in activities held in the St. Thomas Community Center.

I fully understand, and expressly agree and promise to accept and assume all of the risks existing in all activities in which I am engaging in at the St. Thomas Community Center. My participation in such activities is purely voluntary, and I elect to participate fully understanding and acknowledging the risks, and in spite of the risks.

_____ (initials)

Should St. Thomas Orthodox Cathedral, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participation, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical condition which could interfere with my safety in the activity, or else I am willing to assume—and bear the cost of—all risks that may be created directly or indirectly, by any such condition.

In consideration of my application and permitting me to participate in any Activity or Event in the St. Thomas Community Center, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns 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 including my traveling to and from this event, **THE FOLLOWING ENTITIES AND/OR PERSONS**:

- St. Thomas Orthodox Cathedral of India (2411 Fifth St., Stafford, Texas 77477); and
- All past and present Officers, Members, Committee Members, and Agents of St. Thomas Orthodox Cathedral of India, Stafford, Texas, including, but not limited to, its President and Vicar, Assistant Vicars, Trustee, Joint Trustee, Secretary, Joint Secretary, Auditor, members of the Board of Directors, members of the Church Recreational Committee (CRC) and Construction Committees, Facility Manager, Facility Caretaker, Sunday School Teachers, Volunteers, Organizers, Instructors, Coaches, and/or any of its Agents, with respect to any of the Activities or Events held in St. Thomas Recreation Center, or any of the Activities or Events in any location held in conjunction with St. Thomas Orthodox Cathedral, Stafford, Texas.

(B) **I 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 or event, whether caused by the negligence of release or otherwise. I acknowledge that St. Thomas Orthodox Cathedral of India, Stafford, Texas, and their directors, officers, volunteers, representatives, CRC members, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting any Event or Activity on behalf of the St. Thomas Orthodox Cathedral of India, Stafford, Texas.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. Further, this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

By signing this form you agree to, having read the information above, you participate in any Activity and Event at your own risk. You release from any liability and hold harmless St. Thomas Orthodox Cathedral of India, Stafford, Texas, and all Members, Officers, Committee Members, and Agents of St. Thomas Orthodox Cathedral of India, Stafford, Texas, including, but not limited to, its President and Vicar, Assistant Vicars, Trustee, Joint Trustee, Secretary, Joint Secretary, Auditor, members of the Board of Directors, members of the Church Recreational Committee (CRC), Facility Manager, Facility Caretaker, Sunday School Teachers, Volunteers, Organizers, Instructors, Coaches, and/or any of its Agents, for damages, injuries, or losses to yours or your child's physical

safety or property, which might be connected in any way to your or your child's participation in the St. Thomas Community Center.

Further, by signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any of the Activities of Events, I may be found by a court of law to have waived my right to maintain a claim against St. Thomas Orthodox Cathedral, its employees, and volunteers, officers, Board of Directors CRC members, Board of Directors, and organizers, on the basis of any claims from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Further, by signing this document, with respect to this Waiver and Release, I consent that this document shall be governed by, and construed in accordance with, the Laws of the State of Texas, and any legal action therein will be governed by the jurisdiction of the City of Stafford, Texas and Fort Bend County, Texas.

SEVERABILITY: In the event that a Court of competent jurisdiction finds any term or clause in this Waiver and Release to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Waiver and Release, or the entire Waiver and Release. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Waiver and Release enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.

Print Name: _____ Phone No: _____

Signature: _____ Date: _____

Print Name of Parent or Guardian if Participant is under 18: _____

Signature of Parent or Guardian: _____ Date: _____

Additional Form to be Filled by Parent / Guardian of Participant if Participant is Under the Age of 18 Years

I hereby state that I have read all clauses above, and acknowledge and consent that all clauses above apply to _____ (print minor's name) ("Minor Participant") in consideration for Minor Participant being allowed to participate in any of the Activities or Events held in St. Thomas Recreation Center, or any of the Activities or Events in any location held in conjunction with St. Thomas Orthodox Cathedral, Stafford, Texas. I further agree to waive all liability against, indemnify, and hold harmless, St. Thomas Orthodox Cathedral of India, Stafford, Texas, and Members, Officers, Committee Members, and Agents of St. Thomas Orthodox Cathedral of India, Stafford, Texas, including, but not limited to, its President and Vicar, Assistant Vicars, Trustee, Joint Trustee, Secretary, Joint Secretary, Auditor, members of the Board of Directors, members of the Church Recreational Committee (CRC) and Construction Committees, Facility Manager, Facility Caretaker, Sunday School Teachers, Volunteers, Organizers, Instructors, Coaches, and/or any of its Agents, from any and all claims which are brought by or on behalf of said Minor Participant, and which are in any way connected with such use or participation by said Minor Participant.

Print Parent's/Guardian's Name: _____ Phone no. _____

Signature _____ Date _____