

ChurchFIT Waiver Example

"In order to participate in the (name of church) ChurchFIT Health and Wellness Program (the "Program"), I hereby acknowledge the following:

I HEREBY CERTIFY THAT I am eighteen (18) years or older, that I have read this release and voluntarily agree to its terms and conditions.

or

I HEREBY CERTIFY THAT I am eighteen (18) years or older, I am the legal guardian for the registered participant under age eighteen (18) years, that I have read this release and voluntarily agree to its terms and conditions.

I HEREBY CERTIFY THAT I request and grant permission to the volunteers, personnel and organizations participating in the (name of church) to perform certain health screenings for me, if requested, as part of the Program. I acknowledge and agree that I understand that these health screenings are to be used solely for screening purposes, that the results are in no way to be considered conclusive, nor do these assessments constitute medical advice. I further acknowledge and agree that for conclusive measurements and for any medical advice and treatment, it is my responsibility to contact my own personal health care provider.

I HEREBY WAIVE, RELEASE, and FOREVER DISCHARGE (name of church) , and its affiliates, all Program sponsors, Program producers, Program staff, administrators, officials, contractors, vendors, and organizers, volunteers, all other persons or entities involved with the Program, states, cities, towns, and other governmental bodies and locations in which the Program or portions of the Program take place, and the officers, directors, members, employees, agents, insurers, and representatives of all of the above (collectively, the "Released Parties"), from any and all claims, causes of action, damages, losses (economic and noneconomic), and liabilities of every kind (collectively "claims"), for death, personal injury, or property damage, which may arise out of, result from, or relate to my participation in, the Program, including but not limited to any claims for theft, damage to any equipment, negligence, partial or permanent disability, claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Program site or elsewhere), and any claims for medical or hospital expenses.

I acknowledge and ASSUME ALL OF THE RISKS of participating in all aspect of the Program in which I decide to participate (collectively, "risks").

I FURTHER COVENANT and AGREE NOT TO SUE any of the Released Parties for any of the claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY and HOLD HARMLESS the Released Parties from any and all expenses incurred, claims made, or liabilities assessed against them, including but not limited to attorney's' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my participation in the Program, the breach or failure to abide by any part of this Release, which cause injury or damage to any other person. I further agree to indemnify and hold harmless the Released Parties for any expenses incurred, claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of the Participant in the execution of this Release.

I FURTHER GRANT to the Program organizers, and their licensees the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial

advertisement, promotion, or other account of the Program (whether for profit or otherwise), and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.”