

# RELEASE, WAIVER, AND INDEMNITY AGREEMENT

## Recitals

From time to time Skokie Valley Baptist Church will sponsor or arrange activities for church youth to include minors. In order for a minor child (the "Minor") to participate in any SVBC activity, the parent or guardian of that minor must agree to the release and indemnification provisions of this Agreement.

## Agreement

The foregoing recitals are expressly incorporated into this Agreement.

This Agreement pertains to the Minor named below and additionally any other Minors named on any attachment to this Agreement.

Minor: \_\_\_\_\_

In consideration of the Minor's participation in an activity sponsored or arranged by Skokie Valley Baptist Church, ("SVBC") to include the use of any equipment associated with the activity (the "SVBC Activity"), the undersigned parent or guardian of the Minor hereby releases SVBC and its employees, volunteers, executive board, members and agents past and present (as applicable) from any and all claims, controversies, actions, causes of action, demands, torts, damages, costs, attorneys' fees, obligations, judgments or liabilities related to arising from the Minor's participation including but not limited to observing or using facilities or equipment of SVBC or provided by SVBC.

In consideration for the Minor's participation in the SVBC Activity, the undersigned parent or guardian of the Minor for him/herself, his/her heirs, executors, administrators, or assigns hereby agrees to defend, indemnify and hold harmless SVBC and its employees, volunteers, executive board, members and agents past and present (as applicable) from any and all claims, controversies, actions, causes of action, demands, torts, damages, costs, attorney's fees, obligation, judgments or liabilities related to the Minor's participation made against SVBC by any third party (collectively "Claims"). In the event any Claims are asserted against SVBC, SVBC shall be entitled to retain counsel of its choice and control the decision of whether to settle, litigate, or otherwise resolve the Claims asserted against it. Customer agrees to fully indemnify LBP for all costs of defense, including all attorneys' fees, and all settlement payments, incurred or paid as a result of the Third Party/Regulatory Claims.

The undersigned parent(s) or guardian(s) represent that he/she has read this Release, has requested and has been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or instruction offered, assumes all risks associated with such dangers and risks, and.

The undersigned parent or guardian represents and warrants to SVBC that he/she has read this Agreement, has the full power and authority to execute and perform under this Agreement; has investigated the facts pertaining to this Agreement as deemed necessary; is fully aware of and understands the terms and the legal consequences of entering into this Agreement and enters into this Agreement voluntarily in the absence of any fraud, mistake, duress, coercion or undue influence.

This agreement will be governed by and interpreted in accordance with the laws of Illinois, without reference to its choice of law principles.

This agreement shall be in effect for a period of one year from the Effective Date specified below. Each of the undersigned parent(s) or legal guardian(s) intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

SIGNATURE OF PARENT OR GUARDIAN:

WRITTEN NAME OF PARENT OR GUARDIAN:

\_\_\_\_\_

\_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_ This Agreement has an Attachment: Yes \_\_\_\_ No \_\_\_\_

## ATTACHMENT FOR ADDITIONAL MINORS

This Attachment additionally names the following Minor(s) for the RELEASE, WAIVER, AND INDEMNITY AGREEMENT.

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

Name of Minor: \_\_\_\_\_

SIGNATURE(S) OF PARENT OR GUARDIAN:

WRITTEN NAME(S) OF PARENT OR GUARDIAN:

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_