

Assumption Of Risk, Release And Indemnity (BEACH WAIVER)

Calvary Church

The use and participation in water activities including but not limited to swimming, diving, boating, tubing, skiing, wakeboarding, surfing, knee-boarding, bouncing on a water trampoline, and the accompanying docks, boat lifts, access points, etc. ("Activities") naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Calvary Church, David and Michelle (Micki) Lutz, Todd and Angie Smith, Mark and Kay Christopherson, Nick and Angie Eichinger and any other staff, employee, boat driver, chaperone, volunteer, or family members of the same (hereinafter collectively "Released Party") will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter collectively "GUEST") resulting from the negligence of Released Party or anyone else participating in Activities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend Released Party against such claims and pay Released Party for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify Released Party for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Hennepin County, Minnesota.

WAIVER OF LIABILITY

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) Released Party; (ii) any other guest, visitor or person present or using the facilities or equipment related to Activities; (iii) any designers, manufacturers or installers of the facilities or equipment related to the Activities. This Agreement releases Released Party from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if Released Party's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against Released Party, its employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants involved in the Activities; or the negligence of guests, visitors or persons who may be present where the Activities take place;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, related to the Activities;
3. Injuries resulting from slips, trips, falls or other such accidents;
4. Injuries resulting from participating in and/or using equipment in connection with the Activities; and
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents, employees of Released Party, or a Released Party who seek to assist with medical or other help either before or after injuries have occurred.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this Agreement is signed.

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BEACH WAIVER CONTINUED

BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Signature of Adult (If participant under 18, Parent/Legal Guardian's signature)

Date

Print Name

If under 18 please
print all names



Roseville Campus / 2120 Lexington Ave N / Roseville, MN 55113

White Bear Campus / 4604 Greenhaven Dr / White Bear Twp, MN 55127

651.487.2855

www.calvarychurch.us