



## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of allowing the below MINOR to participate in Fremont Community Church's High School All-Nighter at City Beach in Fremont the undersigned gives permission and hereby Releases, Waives, Discharges and Covenants Not to Sue Fremont Community Church and its employees, volunteers and agents, [hereinafter, the "Releasees"] from all liability to the undersigned including named MINOR for any loss or damage, and any claim or demands on account of injury to the person or property or resulting in death of the undersigned or named MINOR, whether caused by the negligence of the Releasees or otherwise, while the undersigned or named MINOR is in, upon, or about the premises or any facilities or equipment therein.

The Undersigned Hereby Agrees to Indemnify and Hold Harmless the Releasees from any loss, liability, damage or cost they may incur due to the presence of the undersigned including named MINOR in, upon or about City Beach premises or in any way participating in the activities of Fremont Community Church whether caused by the negligence of the Releasees or otherwise.

The Undersigned Hereby Assumes Full Responsibility of named MINOR for Risk of Bodily Injury, Death or Property damage due to the negligence of Releasees or otherwise while in, about or upon the premises of City Beach, while participating in Fremont Community Church's programs, and/or while using City Beach premises or any facilities or equipment hereon.

The Undersigned further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Undersigned Has Read and Voluntarily Signs the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

### **I Have Read This Release.**

Printed Name of MINOR Participant: \_\_\_\_\_

Date: \_\_\_\_\_ Parent or Guardian Signature: \_\_\_\_\_