

**FIRST BAPTIST CHURCH ST. BETHLEHEM, INC.  
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**EVENT: DUNK TANK AND/OR PADDED SUMO WRESTLING JULY 29, 2011**

PLEASE PRINT:

Participant's Full Legal Name \_\_\_\_\_

Participant's Date of Birth \_\_\_\_\_

Participant's Address \_\_\_\_\_

Participant's Cell Phone Number \_\_\_\_\_

If Participant is under age 18, Parents' Phone Numbers \_\_\_\_\_

**Waiver:** In consideration for my attendance at or participation in the DUNK TANK and/or PADDED SUMO WRESTLING (circle one or both) event(s) (hereinafter "event") taking place on the property and facilities of the First Baptist Church St. Bethlehem, Inc., 2232 Wilma Rudolph Blvd., Clarksville, TN (hereinafter "FBCSB") during the week of Youth Vacation Bible School July 29, 2011, I for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue FBCSB, its volunteers, officers and employees from any and all claims of liability for personal injury, accident or illness (including death) and property loss arising from my presence and/or participation at the DUNK TANK event and/or SUMO WRESTLING event. Furthermore, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive discharge and covenant not to sue FBCSB, its volunteers, employees, and/or officers at the DUNK TANK event and/or SUMO WRESTLING event from any and all claims of liability for personal injury, accident or illness (including death) and property loss, exclusive of those claims arising from the gross negligence of the volunteers, employees, or officers arising from my presence and/or participation in the DUNK TANK event and/or SUMO WRESTLING event.

**Assumption of Risks:** The participation in and/or presence at the DUNK TANK event and/or SUMO WRESTLING event at FBCSB carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as joint or back injuries, broken bones, heart attacks, head injuries, severe physical trauma and/or psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the DUNK TANK event and/or SUMO WRESTLING event. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

➔ Must read and complete reverse side ➔

**Indemnity and Hold Harmless:** I also agree to INDEMNIFY AND HOLD HARMLESS FBCSB, its volunteers, officers and employees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the DUNK TANK event and/or SUMO WRESTLING. I further agree to INDEMNIFY AND HOLD HARMLESS FBCSB, its volunteers, officers and employees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys fees, exclusive of those claims arising from the gross negligence of the volunteer(s) brought as a result of my involvement in the DUNK TANK event and/or SUMO WRESTLING event.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** In signing this release, I acknowledge and represent that I have read this Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate, and complete consideration fully intending to be bound by same. If signing on behalf of a minor, I acknowledge that I am the parent or legal guardian of participant minor child and have full authority to make decisions on behalf of said child.

**Both the participant signature and parent signatures must be signed in the presence of a notary.**

\_\_\_\_\_ (Signature of Minor Participant) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Signature of Parent/Legal Guardian of Participant) \_\_\_\_\_ (Date)

**Notary Acknowledgment State of Tennessee; County of Montgomery**

Personally appeared before me, \_\_\_\_\_ (participant) and/or \_\_\_\_\_ (parent/legal guardian of minor participant) with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Notary Signature \_\_\_\_\_ My commission expires \_\_\_\_\_

Notary Stamp: