



One Body in Christ Ministries

Waiver and Release

TO BE SIGNED BY THE PARENT OR LEGAL GUARDIAN OF ALL MINOR PARTICIPANTS

Agreement to participate in soccer/sports (sport activities), equestrian sports and associations, and/or fishing activities and pond associations. Before your child may participate in any sport activities at One Body In Christ Ministries, you must read and promise to be bound by the following terms of this agreement. This agreement is legally binding upon you and contains important waivers of certain rights you and your child may have. Accordingly, you should thoroughly read each of the provisions of this agreement and understand the entire agreement before you sign your name below.

1. **Notification of Risks –**

- a. *Sports* – Participation in sport activities will expose your child to risks of injury or even death. Engaging in club sport activities is inherently dangerous and may be ultra-hazardous to your child's health. Club Sport Activities are HAZARDOUS and expose your child to risks that may result in your child's significant injury or death. These risks include, but are not limited to, harm caused by collision with another player or his or her equipment; harm caused by incidents during travel to and from practices, games, or events, and dehydration during practices, games, or events. Any padding, helmets, or equipment your child is provided or required to wear does not necessarily protect him or her from injury or death. Injuries are a common and ordinary occurrence to those who participate in the types of activities associated with club sports. On your and your child's behalf, you acknowledge all of the foregoing risks. If your child finds any conditions associated with his or her participation in club sports that is unacceptable to him or her, you agree your child will immediately notify a One Body In Christ Ministries employee or Volunteer and refrain from further participation until the condition is properly addressed.

- b. *Equestrian* – Under Virginia law, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant resulting from the intrinsic dangers of equine activities. Chapter 62E of the Virginia General Statutes. I hereby acknowledge that equestrian sports and associations are a high risk sport that could result in injuries, including life threatening injuries, and even death. I am participating at my own risk in full knowledge of the hazards and potential hazards which are inherent in this sport. I also acknowledge it is the rider's responsibility to wear protective headgear while mounted. It has been recommended to me that the protective headgear meet the American Society for Testing Materials standard and display the Safety Equipment Institute Seal. One Body In Christ Ministries and its representatives make no representation or warranty expressed or implied about any protective headgear and cautions riders that serious injury and death may result despite wearing such headgear as all equestrian sports involve inherent risk and that no protective helmet can protect against all foreseeable injury.

- c. *Fishing* – I hereby acknowledge that I am fishing at this pond at One Body In Christ Ministries at my own risk and in full knowledge of the hazards and potential hazards which are inherent in fishing from the shore of a body of water.

2. **Assumption of Risks** – In spite of the risks involved in participating in sports, equestrian sports, and fishing, and in consideration of being allowed to participate in those activities, YOU, ON YOUR AND YOUR CHILD'S BEHALF, FREELY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH that may result from participating in sport activities, equestrian sport activities, and fishing activities, including without limitation, games, training, running, weight lifting, practices, events and travel to and from the same.
3. **Release and Waiver of Claims** – Given the risks associated with your child's participation in sports activities, equestrian sport activities, and fishing activities, and your assumption of those risks, you hereby agree to release, to waive your and your child's rights to recover against, and to indemnify, defend and hold harmless One Body In Christ Ministries and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers, from and for any and all damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from your child's illness, injury, and/or death, (i) arising as a result of, or relating to your child's participation in sport activities, equestrian sport activities, and fishing activities (ii) occurring during any time your child is on the property of One Body In Christ Ministries, (iii) occurring or arising as a result of travel to and from other venues for any sport, equestrian sport, or fishing event or game, (iv) occurring during anytime your child is at another venue for any sport, Equestrian sport, or fishing sport event or game, and/or (v) occurring while your child is being transported for medical care or receiving medical care in accordance with section numbered 6 below. Your obligations under this paragraph shall not be limited or reduced in any way because any of the damages, losses, claims, causes of action, suits, demands, complaints, including those resulting from your child's illness, injury, and/or death, arise or result, in whole or in part, from the negligence of, or



One Body in Christ Ministries

breach of any express or implied warranty or duty by One Body In Christ Ministries or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers.

4. **Covenant Not To Sue** – You promise and agree that neither you nor your child will sue One Body In Christ Ministries or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers for any damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from your child's illness, injury, and/or death, released and waived by you in the preceding paragraph. You further agree that One Body In Christ Ministries may plead this argument as a full and complete defense to any suit brought in violation of this promise.
5. **Indemnification** – Given your acknowledgement of the risk associated with your child's participation in sport activities, equestrian sport activities, and fishing activities, you hereby agree to indemnify, defend, and hold harmless One Body In Christ Ministries and all of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers, from and for any and all damages, losses, claims, causes of action, suits, demands, costs (including attorney's and opinion witness fees), and complaints, arising as a result of or relating to, any of your child's actions or omissions, or which your child may otherwise cause, in whole or in part.
6. **Medical Treatment** – You authorize One Body In Christ Ministries and/ or its personnel to seek medical attention or care on your child's behalf or to transport or cause your child to be transported to a medical facility or hospital. However, you agree that One Body In Christ Ministries has no obligation to seek or provide such medical care to your child. In the event One Body In Christ Ministries seeks transportation and/or medical care on your child's behalf, you agree to pay all charges related to such transportation and/or medical care. You further agree to indemnify and hold harmless One Body In Christ Ministries from all such charges.
7. **Personal Equipment** – In the event your child brings any equipment or personal property to any sport activity, equestrian sport activity, or fishing activity, you agree to assume all risks associated with the use of such equipment or property. You agree One Body In Christ Ministries is not responsible for any loss or theft of, or damage to any of your child's equipment or personal property.
8. **Safety Equipment** – You agree your child will use all safety equipment provided to him or her by One Body In Christ Ministries and personnel.
9. **Severability / Modification** – In the event any section or sections of this agreement, or portions thereof, is/are found to be unenforceable, you agree the remaining sections shall remain enforceable and fully binding upon you and your child. This agreement may only be modified in a writing signed by an officer of One Body In Christ Ministries. Any alleged verbal modification your obligations resulting from this agreement is void. The use of the term "and/or" herein shall be construed to impose the great obligation upon you.
10. **Forum of Disputes** – You agree that any and all disputes between you and/or your child, and One Body In Christ Ministries or its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers arising from your child's participation in sport activities, equestrian sport activities, and/or fishing activities, including your child's injury or death, or any dispute regarding this agreement will be governed by the Laws of the Commonwealth of Virginia of the Virginia State Courts. You agree that the venue for any such dispute between you and/or your child, and One Body In Christ Ministries will be in the state court located in Campbell County, Virginia and that you waive your and your child's right to a trial by jury.
11. **Duration of Promises** – You agree the promises and agreements you make in this agreement are binding upon you forever, which includes any time your child participates in sport activities, equestrian sport activities, and/or fishing activities in the future.
12. **Behavior** – You agree your child will comply with all instructions given to him or her by One Body In Christ Ministries and staff. You agree your child will not engage in any reckless or unlawful behavior. Persons under the influence of drugs or alcohol are not permitted to participate in sport activities, equestrian sport activities, and/or fishing activities. You agree your child will not use his or her body, equipment, or anything else as a weapon or to intentionally inflict pain or injury to another student or participant. You agree your child will comply with all of the rules of the sports activities, equestrian sport activities, and/or fishing activities in which he or she participates. You agree your child's failure to comply with the requirements of this paragraph may result in his or her removal from sport activities, equestrian sport activities, and/or fishing activities without refund.
13. **Accident Investigation** – In the event your child witnesses or is involved in an accident or event resulting in property damage or personal injury of any kind, no matter how insignificant it may seem, you agree your child will immediately report such accident or event to a One Body In Christ Ministries employee and will cooperate in the investigation of the accident or event.
14. **I HAVE been provided a copy of the West's Annotated Code of Virginia. Title 3.2. to read and I understand and agree to be bound by the statutes as stated!**
15. **Facsimile Signatures** – You agree facsimile signatures on this form are as enforceable as original signatures. BY SIGNING BELOW YOU AGREE YOU HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS ABOVE.



One Body in Christ Ministries

Photo Release – Please circle one:

I DO / DO NOT consent to and authorize the use and reproduction by One Body in Christ Ministries of any and all photographs and any other audio/visual materials taken of me or my child for promotional material, educational activities, exhibitions, or for any other use for the benefit of the program.

Print Name (Participant)

Age

Date

Phone Number

Email Address

Mailing Address

Signature of participant
(if minor parent or legal guardian must sign here)

Print name of parent or legal guardian if
participant is a minor

Helmet Release and Waiver

I, _____, am 18 years of age or older, understand the added risk involved in participating in equestrian activities without wearing a helmet, and hereby state my refusal to wear a helmet during my riding activities at One Body in Christ's properties. I hereby waive my rights to prosecute and release One Body in Christ Ministries, its owners, and all stated above for damages I may suffer including death caused by not wearing a helmet.

Signature

Date