

# ST. JUSTIN THE MARTYR ORTHODOX CHURCH WAIVER AND COMPLETE RELEASE OF LIABILITY Year 2019-2020

In consideration of the Orthodox Church of St. Justin the Martyr (is defined herein as the “**Church**”) furnishing or making available services, property, camp/retreat site, housing, transportation, supervision, activities, resources, supplies, programs and equipment to enable the undersigned participant (the “**Participant**”) to participate in Church religious, social, cultural, athletic or other activities, services, programs and events (collectively, the “**Church Events**”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Participant and the undersigned legal Guardian of Participant, on behalf of themselves, and their respective children, representatives, executors, heirs, beneficiaries and successors (all of the foregoing being collectively defined as the “**Undersigned**”) fully and unconditionally agree as follows:

1. The Undersigned fully understand, acknowledge and agree that:
  - (a) all the indoor or outdoor Church Events have inherent risks, dangers, hazards and exposures (collectively defined as the “**Dangers**”);
  - (b) participation in Church Events and/or use of Church owned, borrowed, leased or rented equipment, facilities, real or personal property, buildings, or spiritual residential or recreational items, properties or equipment (collectively defined as the “**Church Property and Equipment**”) may result in injury, illness, sickness, disease, strains, breaks, fractures, partial and/or total paralysis, death or other ailments or injuries that could cause serious disability (all of the foregoing being collectively defined as the “**Injuries**”);
  - (c) these Dangers or Injuries may be caused by: (i) accidents, the forces of nature, foreseeable or unforeseeable causes, or other causes; or (ii) the actions, omission or negligence of other participants in Church Events or other individuals or entities; or (iii) the actions, omissions or negligence of the Church Youth Director, Metropolitan, Bishop, Church Event chaperons or leaders, clergy or other Church Council members, parishioners, agents, subcontractors, officers, volunteers or employees of the Church (all of the foregoing individuals being collectively defined as the “**Church Officials**”); and
  - (d) by the participation by any of the Undersigned in Church Events or use of Church Property and Equipment, the damages, which occur or arise there from, whether caused in whole or in part by the actions, omissions and negligence of any of the Church Officials, the Church or any other person or entity.
2. The Undersigned Participant and Guardian, on behalf of all of the Undersigned, including their respective children, representatives, heirs, beneficiaries, and successors, hereby voluntarily release, waive, discharge, hold harmless, defend and indemnify the Church, and all Church Officials, from any and all Injuries, Dangers, lawsuits, other proceedings, claims of any kind, actions or losses of any kind, including without limitation those for bodily injury, Injuries, property damage, wrongful death, loss of services or otherwise, which might arise out of use of the Church Property and Equipment or participation in, or travel to, any Church Events. The Undersigned specifically understand and agree that the Undersigned are releasing, discharging and waiving, without limitation, any claims or actions that the Church or any or all of the Church Officials in connection with Church Events or Church Property and Equipment. The Undersigned also hereby represent that the Participant is in good physical and mental condition and is capable of participating in outdoor and indoor recreational activities and programs all without incident or problem of any kind, including, but not limited to, swimming, diving, boating, ropes courses, climbing activities, basketball, volleyball and other sports and adventure activities. The Undersigned accept all responsibility for Participant’s physical well being and health and the results of the Undersigned’s participation in any such activities or Church Events.
3. The undersigned have read this waiver and release and by signing it agree that it is the undersigned’s intention to fully and completely release, exempt, relieve and hold harmless the church and all church officials from any liability or other claim of any kind for any injuries, dangers, personal injury, property damage, or wrongful death caused by negligence, actions, omissions or otherwise in any way related to church events or church equipment.
4. The undersigned agree and acknowledge that this waiver is valid from **August 1, 2019 through August 31, 2020.**

Printed Name of Participant \_\_\_\_\_

\_\_\_\_\_  
Parent or Legal Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian Printed Name

\_\_\_\_\_  
Emergency Contact Number

*St. Justin Martyr Orthodox Church 12460 St. Augustine Rd., Jacksonville, FL 32258*