



## 2018 PARTICIPANT RELEASE AND INDEMNIFICATION WAIVER

Name \_\_\_\_\_ (the "Participant") Birth Date \_\_\_\_\_ Team \_\_\_\_\_

Prestonwood Baptist Church, Inc. and Prestonwood Sports Foundation, Inc. d/b/a Prestonwood Sports Organization shall be hereinafter referred to as "Prestonwood." Prestonwood property is hereinafter referred to as the "Facilities".

By signing below, I hereby knowingly and voluntarily agree to the following:

1. Participant (or Participant's legal guardian in the case of a minor) accepts full responsibility and assumes all of the risks and hazards associated with participation in all activities on the Facilities.
2. Participant agrees that if he/she is under the age of eighteen, the parent or legal guardian of Participant will sign this form where indicated.
3. **IN CONSIDERATION FOR PRESTONWOOD'S PERMISSION TO ENTER UPON AND PARTICIPATE IN ACTIVITIES ON THE FACILITIES, PARTICIPANT OR THE PARTICIPANT'S GUARDIAN, IN THE CASE OF A MINOR, DOES HEREBY ASSUME ALL RISK TO THE HEALTH OF THE PARTICIPANT, INCLUDING INJURY OR DEATH, THAT MAY RESULT FROM SUCH PARTICIPATION, AND FURTHER DOES HEREBY INDEMNIFY, RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AND AGREES TO HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW FOR ANY AND ALL PURPOSES PRESTONWOOD BAPTIST CHURCH, INC., PRESTONWOOD SPORTS FOUNDATION, INC. D/B/A PRESTONWOOD SPORTS ORGANIZATION, AND ALL OTHER RELATED ENTITIES, THEIR OFFICERS, EMPLOYEES, AGENTS, MEMBERS, CONTRACTORS, AND ASSIGNS (COLLECTIVELY, THE "PRESTONWOOD PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, LAWSUITS, DEMANDS, INJURIES, DAMAGES, PENALTIES, FINES, LOSSES, COSTS, AND/OR LEGAL EXPENSES, OF WHATSOEVER KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, IMPOSED UPON, INCURRED BY, OR ASSERTED AGAINST THE PRESTONWOOD PARTIES RELATED TO OR ARISING FROM PARTICIPANT'S PRESENCE ON THE FACILITIES OR PARTICIPATION IN ACTIVITIES AT THE FACILITIES, WHEREVER OR HOWEVER SUCH LIABILITIES, CLAIMS, DEMANDS, INJURIES, OR DAMAGES OCCUR, INCLUDING, BUT NOT LIMITED TO, INJURIES, DEATH, OR PROPERTY DAMAGE SUSTAINED AS A RESULT OF ANY NEGLIGENT ACT OR OMISSION BY ANY OF THE RELEASED PRESTONWOOD PARTIES.**
4. Participant acknowledges responsibility for any and all medical expenses incurred as result of participation in the activities. In the event that rendering aid and/or medical treatment to Participant requires Prestonwood to incur any expense, Participant agrees to reimburse Prestonwood for all such costs and expenses.
5. Participant acknowledges that Prestonwood shall not be liable for any lost, stolen, or damaged personal items belonging to Participant or individuals affiliated with Participant.
6. Any and all damage occurring to the Facilities as a result of Participant's use or presence on the Facilities shall be repaired and/or replaced by Participant at a cost determined by Prestonwood.
7. While on the Facilities, Participant agrees to abide by Prestonwood guidelines, requirements, and use restrictions at all times and will conduct himself/herself in accordance with the policies and values of Prestonwood. In the event Participant and/or any person affiliated with Participant fails to do so, Participant may be asked to leave the Facilities and agrees to do so immediately.
8. Use of any controlled substances, including alcohol and tobacco products, is strictly prohibited on the Facilities.
9. The Parties hereto agree that in the event of any dispute or disagreement between them relating to this Agreement which cannot be worked out through Christian mediation, the laws of the State of Texas shall control with jurisdiction in Collin County.
10. The provisions of this Agreement shall be severable. The invalidity, unenforceability, or waiver of any of the provisions of this Agreement shall not affect the remaining provisions of the Agreement.
11. **PARTICIPANT HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. PARTICIPANT UNDERSTANDS THAT THIS IS A RELEASE OF ANY CLAIMS BY PARTICIPANT OR OTHERS THAT MAY BE RAISED BY, THROUGH, OR UNDER PARTICIPANT.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

State: \_\_\_\_\_