



RELEASE, WAIVER, AND INDEMNITY AND HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF the risk of injury that exists while participating in TAEKWONDO CLASS (hereinafter the "Activity"); and **IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me"), knowingly and voluntarily enter into this RELEASE, WAIVER, AND INDEMNITY AND HOLD HARMLESS AGREEMENT and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and **I HEREBY** release and forever discharge FREEDOM CHURCH AND MICHAEL WHITAKER, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical injury, psychological injury, or property damage that I may suffer as a direct result of my participation in the aforementioned Activity. I agree not to participate in the Activity unless I am medically able, and I agree to abide by the decision of the Releasees' official or agent, regarding my approval to participate in the Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that, in the event that I should require medical care or treatment, I authorize Releasees to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "RELEASE, WAIVER, AND INDEMNITY AND HOLD HARMLESS AGREEMENT" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. THIS RELEASE, WAIVER, AND INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION. I agree that this Release shall be governed for all purposes by Texas law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

Signature: _____

Printed name: _____

Date: _____