



# RELEASE AND WAIVER CALENDAR YEAR 2009

## Cross Pointe Church

This Release and Waiver (the "Release"), is made and entered on \_\_\_\_\_, 200\_\_, by the undersigned signatory(ies), on his or her own behalf and on behalf of his or her personal representatives, children, assigns, heirs, and next of kin (collectively the "Participant"), in favor of CROSS POINTE, THE CHURCH AT GWINNETT CENTER, INC., a Georgia nonprofit corporation, its officers, directors, members, agents, employees, volunteer personnel and/or independent contractors, assigns, and successors (collectively the "Church"). In consideration of being permitted to participate in certain children's or youth activities sponsored by the Church (the "Activities"), conducted either at the Church's premises located at 1800 Satellite Blvd., Duluth, GA 30097 (the "Premises") or at one or more locations away from the Premises, which Activities the Participant acknowledges may be inherently dangerous to some degree, Participant releases, discharges, indemnifies, defends, holds harmless, waives, and discharges the Church from any and all liability to the Participant for any and all losses, claims, damages, actions or right of action of any kind or nature, either in law or in equity, on account of or arising from any bodily injury, known or unknown, or death of Participant and/or any injury to the property of the Participant which may occur as a result of participation in the Activities, including without limitation, reasonable attorneys' fees, litigation expenses and court costs, unless caused by the gross negligence or wanton misconduct of Church while the Participant is participating in the Activities.

Participant agrees to indemnify, defend, and hold harmless the Church from any loss, liability, damage, claim or cost Church may incur due to the presence of Participant in or on the Premises or Participant's participation in Activities, including without limitation, reasonable attorneys' fees, litigation expenses and court costs, unless caused by the gross negligence or wanton misconduct of the Church.

Participant assumes full responsibility for and risk of bodily injury, death or property damage while in or on the Premises, and/or while participating in the Activities.

Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Participant further releases the Church from any claim on account of first aid, medical treatment or service rendered to him or her while on the Premises and/or during participation in the Activities.

This Release contains the entire agreement between the parties hereof and the terms of this Release are contractual and not a mere recital.

Participant further states that he or she has carefully read the above Release and knows the contents of the Release and signs this Release as his or her own free act.

On the date set forth above, the undersigned has executed this Release.

**PARTICIPANT:** \_\_\_\_\_ (SIGNATURE)  
\_\_\_\_\_ (print name)

**\*\*\*IF UNDER THE AGE OF 18, PARENT/LEGAL GUARDIAN MUST SIGN BELOW**

Signed on behalf of \_\_\_\_\_ (print name of minor),  
by: \_\_\_\_\_ (SIGNATURE)

Print name of Parent/Legal Guardian: \_\_\_\_\_