Wayzata Community Church Liability Waiver

I, the undersigned, on my own behalf and/or as the parent/guardian of the minor so named (the “Participant”), hereby agree to the following:

COMPLETE WAIVER, RELEASE, AND COVENANT NOT TO SUE.  In consideration of Wayzata Community Church permitting the Participant to be present upon and/or participate in the Activities (as defined below) I, on my own behalf and on behalf of Participant if a minor, hereby waive liability on the part of, discharge and agree not to sue or to execute upon a judgment against, and release Wayzata Community Church, its employees, representatives, directors, instructors, successors, from any and all liability, loss, injury, death, damages, costs, expenses, including costs and attorneys’ fees, causes of action, and claims of any kind or type, which may have arisen, or may arise, while the Participant is participating in the Activities, except to the extent any claims arise out of or are the result of the grossly negligent or intentionally wrongful acts or omissions of Wayzata Community Church.

ASSUMPTION OF RISK.  I am fully aware that there may be risks and hazards associated with participating in this program, and I, or the Participant, elect to voluntarily participate knowing that there may be risks or hazards.  I further understand that while I or the Participant may voluntarily participate in activities offered by Wayzata Community Church, which activities may include but are not limited to powerboating, tubing, water skiing, wake surfing, wakeboarding, swimming, water sports, water trampoline, and similar activities.  I acknowledge and agree, on my own behalf and on behalf of the Participant, that the Activities subject the Participant to physical exertion and the possibility of physical illness or injury, ranging from minor to serious injuries and/or death.  I, on my own behalf and on behalf of the Participant, acknowledge that the Participant is assuming the risk of such illness or injury and agree to bear full responsibility and sole liability for any death, bodily injury, illness, or damage incurred by the Participant, excepting if caused in whole or part by the intentional wrongful acts, omissions, or errors, or gross negligence of Wayzata Community Church, its employees and representatives.

I UNDERSTAND THAT THIS IS A COMPLETE RELEASE OF ANY AND ALL POSSIBLE CLAIMS AGAINST WAYZATA COMMUNITY CHURCH AND THAT I EXPRESSLY RELEASE ANY CLAIMS RELATED TO ANY INJURIES I MAY SUFFER FROM THE NEGLIGENCE OR ANYONE IN CONNECTION WITH THE FACILITY OR ACTIVITIES UNLESS SUCH INJURIES RESULT FROM THE GROSS NEGLIGENCE OR INTENTIONAL WRONGFUL ACTS OF ANYONE IN CONNECTION WITH THE FACILITY OR ACTIVITIES.

I, on my own behalf and on behalf of the Participant if a minor, hereby represent and warrant that I have read this General Liability Waiver in its entirety and fully understand its contents.  I, on my own behalf and on behalf of the Participant, have signed this General Liability Waiver voluntarily and of my own free will.

PRINT NAME OF PARTICIPANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE OF PARTICIPANTS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

      (Or Parent/ Guardian if Participant is a minor)

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