



McKinney Area Christian Homeschoolers WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in any and all McKinney Area Christian Homeschoolers (MArCH) (hereinafter the “Organization”) programs and activities; and

IN CONSIDERATION OF my desire to participate in said Organization and being given the right to participate in same;

I HEREBY, for myself, my family member(s), my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor”, “I”, or “me”, which terms shall include Releasor’s parents or guardians if Releasor is under 18 years of age), knowingly and voluntarily enter into this **WAIVER AND RELEASE OF LIABILITY** and hereby waive any and all rights, claims, or causes of action of any nature whatsoever arising out of my, my child(ren), or my family member(s)’s participation in the Organization; and

I HEREBY release and forever discharge McKinney Area Christian Homeschoolers (MArCH), their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively “Releasees), from any and all physical, psychological, or emotional injury that I, my child(ren), or my family member(s) may suffer as a direct result of my participation in the aforementioned Organization.

I am voluntarily participating in the aforementioned Organization. I am participating in the Organization entirely at my own risk. I am aware of the risks associated with participating in this Organization, which may include: physical injury, psychological injury, emotional injury, pain, suffering, illness, disfigurement, temporary disability, permanent disability, paralysis, economic 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 Organization, or from conditions at the Organization’s location(s). Nonetheless, I acknowledge and assume all related risks, both known and unknown, to me, my child(ren), or my family member(s) of my participation in this Organization.

I FURTHER AGREE to indemnify 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 Releasees are not responsible for errors, omissions, or acts or failure to act of any party or entity on behalf of Releasees. In the event that I, my child(ren), or my family member(s) should require medical care or treatment, I authorize McKinney Area Christian Homeschoolers (MArCH) 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 for such services or treatment. I am aware and understand that I should make arrangements for my, my child(ren)’s, or my family member’s own health insurance.



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I FURTHER ACKNOWLEDGE that participation in the Organization may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property damage or loss. I agree not to participate in the Organization unless I am physically able to do so. I agree to abide by the decision of McKinney Area Christian Homeschooler's (MARCH's) official or agent, regarding my, my child(ren), or my family member's ability to participate in the Organization.

I hereby acknowledge that I have read this "Waiver and Release" and fully understand that it is a release of liability. I expressly agree to release and discharge McKinney Area Christian Homeschoolers (MARCH) and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action. I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against McKinney Area Christian Homeschoolers (MARCH) for personal injury or injury of my child(ren) or family members or for property loss or damage.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of McKinney Area Christian Homeschoolers, its officials, managers, and agents.

I agree that this release shall be governed for all purposes by the laws of the State of Texas, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my, my child(ren)'s, my family member's, or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions, whether caused by willful intent, negligence, or recklessness.

This waiver and release of liability shall be in effect for the duration of my, my child(ren)s, or my family member's participation in McKinney Area Christian Homeschoolers (MARCH), from the day of this membership application and for all subsequent events.

I am voluntarily agreeing to this McKinney Area Christian Homeschoolers WAIVER AND RELEASE OF LIABILITY by checking the box on the McKinney Area Christian Homeschoolers (MARCH) application. Checking the appropriate box on my McKinney Area Christian Homeschoolers (MARCH) application is my legal signature and agreement.