



# Medical Release and Liability Waiver

## The Church at Brook Hills (TCABH) and Brook Hills Co-op (BHC)

By signing the BHC Signature Page, I agree to the following:

**Consideration:** I acknowledge the personal benefits accruing to me (and my child, as applicable) by reason of participation in BHC and am aware of the activities in which I, or my child, will be involved through said participation.

**Release / Indemnification:** I hereby, in consideration of such benefits and other good and valuable consideration received, consent to the above listed participation and release absolutely, forever discharge, hold harmless and covenant not to sue TCABH, Brook Hills Co-op, their directors, teachers, and volunteers from any and all present or future liability, claims, demands, actions, or rights of action, whether asserted by me or a third party arising out of my (or my child's) participation in event activities (the "Claims"). I agree to indemnify TCABH and BHC for any such Claims brought by me or a third party and from any costs associated with defending or litigating such claims, including but not limited to attorney fees, costs and legal expenses.

**Medical Non-Emergency:** I authorize BHC personnel to act on my behalf according to their best judgment in any non-emergency situation requiring medical attention for my child. I give my permission for my child to be transported by BHC personnel to medical facilities in any non-emergency situation, if necessary.

**Medical Emergency:** I waive and release TCABH, its members/employees, and the BHC teachers, administrators and volunteers from all liability for injuries or illnesses incurred while on TCABH property/Co-op Class or while being transported by BHC members in the event of an emergency situation. I understand that I am liable for all medical expenses incurred while my child is: being transported; on TCABH property; or attending BHC.

**Assumption of Risk:** I have no knowledge of any physical or mental impairment that would be affected by my child's participation in BHC. I do not hold TCABH, its employees/ members, or the BHC teachers, administrators and volunteers responsible for personal items lost, stolen, or damaged while attending BHC.

**Understanding:** I represent and acknowledge that I have completely read and understand this document and all its terms, that I have had an ample opportunity to obtain the advice of counsel and that, by signing this document, I understand that I am relinquishing legal rights and remedies that may have otherwise been available to me. I understand that this Waiver and Release shall be construed as broadly and inclusively as is permitted by applicable law and agree that if any portion of this document is held invalid the remaining shall continue in full force and effect.

***By signing the BHC Signature Page, you acknowledge that you have read this document and agree to abide it completely.***