



TBM

Participant Release & Assumption of Risk

In consideration for Texas Baptist Men, Inc. ("TBM"), a Texas nonprofit corporation, _____ (Activity) allowing me to volunteer for and participate in the *Texas Baptist Men*-sanctioned activity(ies) or event(s) (referred to as "TBM Activities"), I, the undersigned individual, hereby AGREE and ACCEPT the following terms and conditions relating to my volunteer service, participation, or activity:

I hereby represent and acknowledge that I, on a volunteer and/or participant basis, am entering a venture with others; I am at least 18 years of age or have my legal guardian sign this form; I agree to pay for my own expenses associated with my service and TBM Activities, including insurance, all for the purpose of experiencing life together for the glory of God and to demonstrate my faith in Christ.

I fully understand that the work and the TBM Activities may be hazardous and arduous and I am a willing participant in the TBM Activity. I am fully aware of possible injuries to those involved in TBM Activities, including myself.

I fully understand that I may be exposed to the COVID-19 virus during my volunteer service or participation associated with the TBM Activities. I understand that, if I am unwilling to assume the risk of exposure to COVID-19, have any underlying health condition that may weaken my immune system, that I will NOT participate in the TBM Activities. I further AGREE that if I have been diagnosed with COVID-19 or have been in close contact with someone who has been diagnosed with COVID-19, I will not participate in the TBM Activities. I will immediately notify my supervisor or Activity leader if I, or a member of my household, experience any symptoms associated with COVID-19. **I represent that I freely accept and fully assume the risk of exposure to COVID-19, and any resulting illness, injury, or even death by participating in the TBM Activities.**

I represent that I am in good health and in proper physical condition to participate in the TBM Activities. I agree that I am responsible for determining whether I am sufficiently fit and healthy enough to participate in the TBM Activities, and that I will take due regard and responsible for my safety and well-being during my volunteer service or participation in TBM Activities.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, I HEREBY RELEASE AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, TEXAS BAPTIST MEN, INC., ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND VOLUNTEERS (COLLECTIVELY, "RELEASED PARTIES") FROM OR AGAINST ANY AND ALL LIABILITY, CLAIM, DEMAND, INJURY (INCLUDING DEATH), DAMAGES OF ANY KIND, AND EXPENSE (INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSS"), INCLUDING ANY LOSS SUSTAINED AS A RESULT OF THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES OR ANY INJURY RELATING TO THE COVID-19 VIRUS, THAT RELATES TO OR ARISES FROM MY: (I) PARTICIPATION IN THE TBM ACTIVITIES, (II) TRAVEL TO, FROM OR DURING THE TBM ACTIVITIES, OR (III) PRESENCE ON THE PREMISES OWNED, LICENSED, OR LEASED BY ANY OF THE RELEASED PARTIES FOR THE TBM ACTIVITIES. HOWEVER, I UNDERSTAND THAT THIS RELEASE AND WAIVER DOES NOT APPLY TO ANY LOSS CAUSED BY INTENTIONAL OR THE GROSS NEGLIGENCE OF THE RELEASED PARTIES.

I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, INJURIES (INCLUDING DEATH), DAMAGES OF ANY KIND, AND EXPENSES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) THAT ANY RELEASED PARTY MAY INCUR AS A RESULT OF MY NEGLIGENCE OR INTENTIONAL ACTS IN RELATION TO THE TBM ACTIVITIES.

I agree: (a) If any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (b) If an unenforceable provision is modified or disregarded according to this paragraph, then the rest of the Agreement will remain in effect as written; and (c) Any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

I agree that this Agreement contains the entire agreement relating to the subject matter indicated. I had ample opportunity to read this Agreement, and I understand and hereby accept the terms and conditions of this Agreement. I hereby acknowledge that this document is signed freely and voluntarily, and that this Agreement is intended to bind me and, to the fullest extent permitted by law, my heirs, next of kin, successors, assigns, representatives, and administrators. The laws of the state of Texas, without giving effect to its principles of conflicts of law, govern this Agreement.

Participant's Name: (Print) _____ **Date:** _____

Participant's Signature: _____