

Spiritual Care Support Ministries, Inc.
Policies and Procedures
Waiver and Release of Liability Agreement

This is a legally binding document. You must read and understand all provisions before signing this document. If you do not understand the terms listed below, you are encouraged to seek legal advice and consult an attorney.

ACKNOWLEDGEMENT OF POSSIBLE RISK OR INJURY

I recognize and acknowledge that there are certain risks of physical or psychological injury including death, damages, property damage, or loss, which I may sustain as a result of being at Spiritual Care Support Ministries (“SCSM” or “the center”), participating in any activities connected with SCSM, or using its facilities or equipment (“SCSM activities” or “the activities”).

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in any SCSM activities, and as consideration for the right to participate in the activities, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, 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 kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge SCSM, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activities, including traveling to and from an event related to this activity.

I am voluntarily participating in the aforementioned activities, and I am participating in the activities entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the activities, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, including paralysis, economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel, or the condition of the activity location. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this activity including travel to, from, and during this activity.

I agree to indemnify and hold harmless SCSM 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, if litigation is pursuant to any claims made

by me or by anyone else acting unlike behalf. If SCSM encouraged any of these types of expenses I agree to reimburse SCSM.

I acknowledge that SCSM and their directors, officers, staff, volunteers, representatives, and agents are not responsible for errors, omissions, acts, or failures to act, of any party or entity conducting a specific event or activity on behalf of SCSM.

I acknowledge that I have carefully read this waiver and release and fully understand that it is a release of liability. I expressly agree to release and discharge SCSM 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 and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against SCSM for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence this release is also for negligence on the part of SCSM, its agents, and employees.

In the event that I should require medical care and treatment, I agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance period.

In the event that any damage to equipment or facilities occurs as a result of my, my agent's, or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This waiver and release of liability shall remain in effect for the duration of my participation in the activity, during this initial and all subsequent events of participation.

I have carefully read the above information, understand it, and agree to all the stated terms and conditions.

This Waiver and Release shall be governed by the laws of the Commonwealth of Virginia.

In the event any portion of the Waiver and Release shall be declared invalid, unenforceable or void by a court of competent jurisdiction, the remaining provisions of this release shall remain in full force and effect.

Additionally, I warrant that I am of the age of consent – 18 years or older – and that I am competent to contract in my own name. If the person represented by this agreement is a minor under the age of 18, then this agreement must be discussed with the minor and signed by a parent or guardian, with the child's name listed.

Signature: _____ Date: _____

Print name: _____

Name of minor (if applicable): _____