



RELEASE, WAIVER, INDEMNITY AND HOLD HARMLESS AGREEMENT

I/We hereby acknowledge that I/We have read, understand and agree to comply with the provisions of this Release and Waiver. I/We, First Colony Homeschool Ensemble, its managing representatives, employees and other representatives hereby waive any and all claims, potential claims, actions, remedies, whether in contract or tort, legal or equitable against **FRIENDSHIP COMMUNITY BIBLE CHURCH, its managing representatives, employees, heirs, assigns and/or other representatives (collectively, the Released Parties), hereafter referred to as FCBC.** I/We, further agree to hold harmless and release FCBC, its managing representatives, employees, heirs, assigns and/or other representatives from any such claims and actions that either I/we and/or any guests, spouse, children that may arise from the usage of said facilities. I/We accept full responsibility and assume all of the risks and hazards associated with my/our usage of said facilities.

In consideration for the Church's organization and allowing me/us to lease the facility, I/We hereby agree to unconditionally release and agree to protect, indemnify and hold harmless, the Church, its managing representatives, members, employees, heirs, assigns and/or other representatives (collectively, the "Released Parties") from and against any and/or all damages, injuries, illnesses, accidents, claims, demands, causes of action and damages to or loss of property, including attorney's fees, resulting from or relating to my/our utilization of said facilities **WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY ONE OR MORE OF THE RELEASED PARTIES.** ____ (initial). I/We hereby further conditionally covenant and agree that I/We, my/our spouse, legal guardians, heirs, estate, legal representatives, successors and assigns will not make any claim or institute any suit or action at law or in equity against any of the Released Parties that is based upon any injury, illness, accident, incident, occurrence or damages to or loss of property arising out of, incidental to or in any way resulting from my/our utilization of said facilities **WHETHER OR NOT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY ONE OR MORE OF THE RELEASED PARTIES.** ____ (initial).

I/We acknowledge that I/we have read, understand and fully accept the terms and conditions of this Release and Waiver and unconditionally and voluntarily accept the same. I/We have been advised to seek counsel of my/our own attorney, before signing this document and have had the opportunity to do so and have chosen of my own free will to sign this agreement.

I/We agree that the laws of the State of Texas shall apply to the agreement and that any suit about this agreement or any underlying claim covered by this agreement must be filed in the county of Fort Bend of the State of Texas.

Student Name (s)

Date

Parent/Legal Guardian Signature

Date

FCHE Representative Signature

Date

FCBC Representative Signature

Date

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