



Summer Kickoff Pool Party - Participation Agreement and Waiver June 6, 2019

I acknowledge that participation in the First Colony Church of Christ's Summer Kickoff Pool Party ("the Pool Party") held at Greatwood Pool 3, 1241 Shadow Bend, Sugar Land, TX 77479, involves risk to the participant (and to the participant's parents or guardians, if the participant is a minor), and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage, and financial damage.

In consideration for the opportunity to participate in the Pool Party, the participant (or parent/guardian if the participant is a minor) acknowledges and accepts the risks of injury associated with participation in the Pool Party. The participant (or parent/guardian) accepts personal financial responsibility for any injury or other loss sustained during the Pool Party as well as for any medical treatment rendered to the participant that is authorized by First Colony Church of Christ or its agents, employees, volunteers, or any other representatives (collectively referred to as the "sponsor"). FURTHER, THE PARTICIPANT (OR PARENT/GUARDIAN) RELEASES AND HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SPONSOR FROM AND AGAINST ANY AND ALL CLAIMS FOR ANY INJURY ARISING DIRECTLY OR INDIRECTLY OUT OF THE DESCRIBED ACTIVITY, WHETHER SUCH INJURY ARISES OUT OF THE NEGLIGENCE OF THE SPONSOR, THE PARTICIPANT, OR OTHERWISE.

_____ (Initials) I hereby certify that the participant (or parent/guardian if the participant is a minor) has personal health insurance which will provide coverage while participating at the Pool Party. PERSONAL HEALTH INSURANCE IS REQUIRED AND IS ATTACHED TO THIS WAIVER.

The participant (or parent/guardian) grants permission to use the participant's photo for First Colony Church of Christ publicity and publications, including, but not limited to, the First Colony Church of Christ website, Facebook page, and printed material.

If a dispute over this agreement or any claim for damages arises, the participant (or parent/guardian) agrees to resolve the matter through a mutually acceptable alternative dispute resolution process. If the participant (or parent/guardian) and the sponsor cannot agree upon such a process, the dispute will be settled by legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker Ministries (hereinafter the "Rules"). The complete text of the Rules may currently be obtained by accessing www.HisPeace.org. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction.

Participant's Name (Please Print): _____

Signature of Participant: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____
(If the Participant is a minor)

281.980.7070
2140 First Colony Blvd.
Sugar Land, Texas 77479
firstcolonychurch.org