

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Event – Night to Shine

In consideration for attendance as a guest or volunteering at the Event as directed by the relevant staff, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

Assumption of Risk: the undersigned hereby acknowledge and agree that they understand the nature of the Event and that Participant is qualified, in good health, and in properly physical condition to participate therein; that there could be risks and dangers associated with the Event; and that, except as expressly set forth therein, they knowingly and voluntarily, accept and assume responsibility for such risks and dangers, and all other risks and dangers that could arise out of, or occur during Participant’s participation in the Event.

Release and Waiver: The undersigned hereby release, waive, discharge and covenant not to sue the Lakeside Fellowship Church, St. Sebastian Catholic Church and the Tim Tebow Foundation or any subdivision thereof, and each of them, their officers and employees (collectively the “Releasees”), from and for any liability resulting from any personal injury, accident or illness (including death) and/or property loss, however caused, arising or in any way related to, Participant’s participation in the Event, except for those caused by the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Indemnification and Hold Harmless: The undersigned also hereby agree to indemnify, defend and hold the Releasees harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including but not limited to, attorney’s fees, arising from, or in any way related to, Participants participation in the Event, except for those arising out of the willful misconduct, gross negligence or intentional torts of the above parties, as applicable.

Severability: The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: The undersigned have read this assumption or risk, release and waiver of liability and indemnity agreement and have had the opportunity to ask questions about the same. The undersigned fully understand this assumption of risk, release and waiver of liability and indemnity agreement, that the undersigned are giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing the agreement freely and voluntarily.

Name: _____

Date: _____

Signature (if over age 18): _____

Signature of Parent (if participant is under age 18): _____