

FUMC BUILDING RELEASE

WAIVER OF LIABILITY

This is a Release and Waiver of Liability (*the “**Release**”*) executed on this date _____, by _____ (*the “**Building User**”*), and First United Methodist Church, Morristown Tennessee, a nonprofit 501C corporation, and their pastors, officers, employees, and agents (*collectively known as “**FUMC**”*).

The Building User desires to use FUMC facilities/building and engage in the activities related to their group (*the “**Event**”*).

The Building User hereby freely, voluntarily, and without duress executes this Release under the terms below:

1. RELEASE AND WAIVER

Building User does hereby release and forever discharge and hold harmless FUMC and its successors and assigns from any and all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Building User’s Activities with FUMC.

Building User understands that this Release discharges FUMC from any liability or claim that the Building User may have against FUMC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Building User’s Activities with FUMC, whether caused by the negligence of FUMC or its officers, directors, employees, or agents or otherwise.

Building User also understands that FUMC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

2. MEDICAL TREATMENT

Building User does hereby release and forever discharge FUMC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Building User’s Activities with FUMC, or with the decision by any representative or agent of FUMC to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

3. ASSUMPTION OF RISK

Building User understands that the Activities include play that may be hazardous to the Building User, including, but not limited to, slipping, falling, and other accidents.

The Building User hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases FUMC from all liability for injury, illness, death or property damage resulting from the Activities.

4. INSURANCE

The Building User understands that, except as otherwise agreed to by FUMC in writing, FUMC does not carry or maintain health, medical, or disability insurance coverage for any Building User.

Each Building User is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. OTHER

Building User expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

Building User agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

By signing below, the Building User has read, understood, and executed this Release as of the date first above written.

Building User Signature

Today's Date

Home Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____

CONTACT PERSON IN CASE OF EMERGENCY:

Name: _____ **Phone:** _____