



PLEASE READ CAREFULLY

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

In consideration for being permitted to participate or volunteer in an event hosted by the Utah Christian Homeschool Association (UTCH) and/or enter any premises where UTCH activities are held, I, for myself and any personal representatives, heirs, and next of kin, and if applicable, on behalf of the minor(s) listed on my membership application or below, hereby acknowledge, agree, and represent as follows:

Waiver and Release of Liability Agreement

I (on behalf of myself, my spouse, heirs, personal representatives, my estate, my parents and assigns, referred to as "Releasing Parties"), and if applicable, on behalf of the minor(s) listed on my membership application or below, agree not to sue and hereby waive, release, and discharge UTCH and its respective trustees, directors, officers, employees, volunteers, independent contractors, agents, successors, and assigns (referred to as "Protected Parties") from an and all liability of every nature arising out of, or in connection with, or relating to member's, participant's, or volunteer's participation in or use of services, education, meetings, events, facilities, field trips, or activities. This agreement is voluntary, but required for membership, participation, and for those generous enough to serve the Christian home school community here in Utah as volunteers.

Indemnity Agreement

Releasing Parties shall hold harmless, defend and indemnify the Protected Parties from and against any and all liability, claims, demands, loss, damage, expense, costs, judgments (including without limitation costs, attorney's fees, and fees of litigation). Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever such as the inability to work, loss of consortium, or other damages including damage to or destruction of tangible property, including the loss of use resulting therefrom. This includes all claims arising from my, and if applicable, the minor(s) listed below, presence at, and/or participation in all UTCH activities. Further, all Parties shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. To the extent allowable by state and federal law and not inconsistent with such, this Agreement shall require either Party to indemnify or hold harmless the other Party from liability for the negligent or wrongful acts or omissions of said other Party or its principals, officers, or employees.



Clarifying Clauses

I expressly agree that the Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Utah, which are the laws that govern this agreement. I agree that, in the event any clause or provision of this Release is held to be void, voidable, or unenforceable, the remaining portions shall remain in full force and effect. Further, a waiver of a right under this Release does not prevent the exercise of any other right. If any dispute arises out of this Agreement, I agree that I will attempt to resolve such dispute in Christian mediation with a trained mediator, before filing any legal action. To revoke this Agreement, I must notify UTCH in writing in advance of the event.

Acknowledgement of Understanding

By signing below, I agree I have read both sides of this form and understand that by signing this form I am giving up legal rights and rights of any Releasing Party to sue for damages in the event to death, injury, or loss. I further acknowledge that I, on behalf of myself, and if applicable, on behalf of the minor(s) listed below, am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of liability, including due to inherent risks of the activity to the greatest extent allowed by the law of the State of Utah.

Name: _____ Date: _____

Signature: _____

Names of Minors if applicable: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact: _____

Work Phone: _____ Cell Phone: _____