



PARTICIPANT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Release is executed by the participant, or parent/guardian if participant is under the age of 18, and St. Luke's United Methodist Church.

I, the undersigned participant, or parent/guardian if the participant is under the age of 18, agree to participate at my own free will in the Programs, Activities or Events going on at St. Luke's United Methodist Church located at 8817 S Broadway, Highlands Ranch, CO 80129 or at any other designated location for a St. Luke's sponsored Program, Activity or Event.

I acknowledge that this waiver will remain in effect until such time that it is revoked in writing or at the signing of an updated waiver provided by St. Luke's.

I fully acknowledge the contagious nature of COVID-19 and other contagious diseases and viruses and voluntarily assume the risk that I and/or my child/children may be exposed to or infected by COVID-19 by attending and participating, and that such exposure or infection may result in personal injury, illness, permanent disability, financial burden and/or death. I understand the risk I take of becoming exposed to or infected by COVID-19 and other contagious diseases and viruses which may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, contractors, volunteers, and program participants and their families.

It is my express intent that this Hold Harmless Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue St. Luke's United Methodist Church or the Mountain Sky Conference of the United Methodist Church, or the worldwide denomination of the United Methodist Church including but not limited to its Board of Directors, agents, employees, representatives and volunteers. It is my express intent that this Hold Harmless Agreement shall be deemed as a release, waiver, discharge, and covenant not to sue any Program, Activity and Event locations including but not limited to St. Luke's United Methodist Church.

RIGHTS OF THE ORGANIZATION

St. Luke's United Methodist Church reserves the following rights and powers:

- a) The right to cancel without penalty or refund the offering and continuation of the Programs, Activities or Events.
- b) The right to cancel without penalty or refund the Programs, Activities or Events or any aspect thereof after a building closure or outbreak, requiring that all participants return home if, in the St. Luke's United Methodist Church's sole discretion, it determines or believes that any person is or will be in danger if the Programs, Activities or Events or any aspect thereof is continued. If I am an employee of St. Luke's United Methodist Church, I understand that I will not be terminated if I do stay at home.

c) The undersigned acknowledges the right of St. Luke's United Methodist Church to withdraw any part of the Programs, Activities or Events and to terminate, alter, delete, or modify the Programs, Activities or Events as deemed necessary by St. Luke's without penalty or refund, including St. Luke's clergy, staff, program directors, volunteers. Or any other representative of St. Luke's United Methodist Church.

RULES AND CONDUCT

St. Luke's United Methodist Church has the sole authority to establish the rules necessary for the safe operation of the Programs, Activities or Events, and has the sole discretion to decide that an individual should be separated from the Programs, Activities or Events because of a violation of such rules, for disruptive behavior, for conduct which could bring the Programs, Activities or Events and/or the Organization or its members into disrepute, or for conduct which violates any policy or procedure of the organization. The decision to separate the individual shall be final. I understand that if I am required to leave the Programs, Activities or Events, no refund will be made. I also understand and will adhere to St. Luke's United Methodist Church's requirement to wear a mask and maintain proper social distancing of 6 feet between participants while in the physical building of St. Luke's at 8817 S Broadway, Highlands Ranch, CO 80129 or the grounds at 8817 S Broadway, Highlands Ranch, CO 80129.

ACKNOWLEDGEMENTS

In signing this Agreement, I acknowledge and represent that I have fully informed myself of the content of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it before I sign it, and understand that I sign this document as my own free act and deed; no oral representations, statement, or inducements, apart from the foregoing written statement, have been made. I further state that I am at least eighteen (18) years of age and fully competent to sign this agreement; and that I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I also state that I have the authority to sign as Guardian for the minor Participant if required.

A copy of this Agreement may be executed by each Party and when each Party has executed a copy thereof, such copies taken together shall become part of the original and incorporated herein by reference. Facsimile signatures and electronic signatures shall be given the effect of original signatures.

SIGNATURE OF PARTICIPANT OR PARENT OR GUARDIAN (required if participant is under the age of 18 at the time of participation in the programs, activities, events or on the premises)

Participant Printed Name

Participant Signature (or Parent/Guardian Signature if Participant is under 18)

Parent/Guardian Printed Name if Participant is under 18

Date