

WAIVER, INDEMNITY AND HOLD HARMLESS AGREEMENT

I, _____ (Print Name)

IN CONSIDERATION OF BENEFITS SATISFACTORY TO ME, DO HEREBY WAIVE ANY CLAIM, LIABILITY, OR CAUSE OF ACTION I HAVE OR I MIGHT HAVE IN THE FUTURE AGAINST TOMBALL BIBLE CHURCH OR THEIR AGENTS, EMPLOYEES, OFFICERS OR ELDERS (JOINTLY "THE TBC GROUP"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PRESENCE OR THE PRESENCE OF MY MINOR CHILDREN AT THE TOMBALL BIBLE CHURCH LOCATED AT 400 N. WALNUT ST., TOMBALL, TX (the "CHURCH"), OR ANY ASSOCIATION OR CONTACT I OR MY CHILDREN HAVE OR MAY HAVE WITH (A) THE TOYS, FURNISHINGS, PLAYGROUND EQUIPMENT OR ANY OTHER PERSONAL PROPERTY LOCATED AT THE CHURCH, (B) OTHER GUESTS, (C) AGENTS, REPRESENTATIVES, OR (D) ANY OTHER PERSON AT THE CHURCH; AND DO HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE TBC GROUP FROM ANY LIABILITY, JUDGMENT, CLAIM, CAUSE OF ACTION, EXPENSE, LOSS OR DAMAGE WHATSOEVER FOR ANY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE CLAIMED BY, OR ON BEHALF OF, MYSELF OR MY MINOR CHILDREN OR ANY OF OUR AGENTS, REPRESENTATIVES OR HEIRS WHETHER OR NOT ANY SUCH CLAIM, LIABILITY, OR CAUSE OF ACTION SHALL ARISE, IN WHOLE OR IN PART, OR BE CAUSED BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OR OTHER FAULT OF THE TBC GROUP, OR BY ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO STRICT LIABILITY, ASSIGNED TO THE TBC GROUP.

I agree that the TBC GROUP will have no responsibility for watching or protecting my children at any time when they are present at the CHURCH facilities for home schooling that is not provided by the TBC GROUP. I agree to be fully responsible for any CHURCH toys or playground equipment in my care or control or in the care or control of my minor child(ren) and to warrant its return to the CHURCH in the same condition as when delivered to me or my minor child(ren).

This agreement is to be interpreted under and pursuant to the laws of the state of Texas. If any section hereof is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement, and all other sections shall remain in full force and effect.

WITNESS MY HAND this _____ day of _____, 20____
(day) (month) (year)

SIGNATURE _____

NAME(S) OF MINOR CHILD(REN):

