

## **TEMPLE SHALOM'S RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

NOTICE: THIS RELEASE, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT IS A CONTRACT WITH LEGAL CONSEQUENCE. PLEASE READ IT CAREFULLY BEFORE SIGNING.

In consideration of being permitted to participate in Temple Shalom events, field trips or other sponsored activity, I hereby freely make the following representations and agreements:

I am the Parent/Guardian of the named participant(s) on the Religious School Registration Form (Participant) who is/are under eighteen (18) years of age and has voluntarily applied to participate in the above referenced activity or event. I am fully authorized and competent to sign this release, covenant not to sue and indemnity agreement.

I hereby give permission for the Participant to participate in Temple Shalom events. I acknowledge that the nature of the activity or event could possibly expose Participant to hazards or risks, including but not limited to bodily injury, aggravation of existing injuries, and/or sudden death, and I understand and appreciate the nature of such hazards and risks. I grant Temple Shalom and its employees, agents and authorized representatives (collectively, "Temple Shalom") full authority to take whatever action they may consider to be warranted under the circumstances regarding the protection of Participant's health and safety. I further understand and agree that if Participant does not comply with all rules and instructions relating to the activity or event, Temple Shalom, in its sole discretion has the right to immediately terminate his/her participation in this activity without refund.

In consideration of Participant being permitted to participate in Temple Shalom activities or events, I hereby release and agree to hold Temple Shalom harmless for, from and against any and all liabilities, damages and claims of any kind, known and unknown, which may be connected with, result from, or arise out of Participant's participation in the activity or event, including transportation and all other adjunct activities. Specifically, I hereby release Temple Shalom from any and all liability to Participant, Participant's personal representatives, estate, heirs, next of kin, and assigns for all claims and causes of action for loss of or damage to Participant's property and for any and all illness or injury to Participant's person, including his/her death, that may result from or occur during Participant's participation in the activities or events. I further covenant not to sue for any damages, including but not limited to damages for bodily injury, property, loss or death, which may be sustained directly or indirectly in connection with or arising out of the Participant's participation in activities or events.

I further agree to indemnify and hold harmless Temple Shalom from liability for the injury or death of any person(s) and damage to property that may result from Participant's negligent or intentional act or omission while participating in the afore-mentioned activity or event.

I agree that the above representations are contractually binding and I understand that by signing this agreement, I am agreeing to waive certain rights. I hereby certify that I have read the foregoing agreement that I fully understand its provisions and that I agree to the aforementioned terms.

On occasion, photographs of students may be taken and used for educational, instructional, development and/or informational purposes in print, internet and digital media, including in news releases (Texas Jewish Post) and/or printed publications or materials, electronic publications, or websites. I understand my child's identity may be revealed in descriptive text or commentary in connection with the image.

Should any provision or part of this Release be adjudged to be invalid, unenforceable, or illegal, such judgment or holding shall not affect, impair or invalidate the remainder of the Release, but shall be confined in its operation to the specific provision or part of the Release directly involved and the remainder of the Release, wherever practicable, shall remain in full force and effect.