## **RELEASE AND INDEMNIFICATION AGREEMENT Roswell Day of Hope - 2021**

In consideration of the acceptance of the undersigned's application for participation in the Hope Roswell event and as an inducement to organizing the program and permitting the undersigned's participation therein, the undersigned agrees as follows:

The undersigned hereby fully and forever releases and waives and agrees not to bring or cause to be brought any and all claims, demands, actions, or causes of action of every possible kind and nature whatsoever the undersigned might assert, including, without limitation, claims for personal injury, actions related to COVID-19 (Coronavirus) wrongful death, or property damage, whether or not absolute, known or unknown, or otherwise against Eagles Nest Church; Fellowship Bible Church of Roswell, Inc.; First Baptist Roswell; Restoration Church of God; Roswell Assembly of God; World Harvest Church; Zion Missionary Baptist Church; any other church involved, (collectively referred to herein as "Hope Roswell") and any of its officers, employees, representatives, agents, elders and volunteers (collectively referred to herein as the "Releasees") by reason of, arising out of or relating to the undersigned's participation in the program. The undersigned releases the Releasees and waives all such claims against the Releasees for any injuries or damages caused in any manner whatsoever whether or not any such liability is attributable to the absence of ordinary or even slight care by the Releasees arising out of the program.

The undersigned further agrees to indemnify, defend and hold the Releasees harmless from any kind of compensatory or punitive damages sought to be recovered from the Releasees and all losses sustained by the Releasees independent of claims asserted by others, including, without limitation, general damages, property damage, special, incidental and consequential damages, losses or expenses suffered or paid, directly or indirectly, as a result of any and all claims, causes of action, suits, proceedings, demands, judgments, assessments, and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise, assessed, incurred or sustained by or against the Releasees by reason of, arising out of or relating to the undersigned's participation in the program.

The undersigned further agrees that the execution of this Agreement is continuing in nature; it is the undersigned's knowing and voluntary act; and the undersigned is under no duress or undue influence to execute this Agreement.

I give Hope Roswell and any person acting under its authority permission to publish, distribute, broadcast, televise, promote, license, sell and copyright for all purposes, any photograph, videotape, motion picture or sound recording produced directly by Hope Roswell or under its sponsorship, which may include the image or likeness of me. I also authorize Hope Roswell to reproduce, amplify, simulate, filter or otherwise distort my voice and all instrumental musical and other sound effects produced by me. In addition, I authorize the use of any printed material in connection therewith. I release all claims against Hope Roswell with respect to copyright ownership and publication. I agree that I shall not receive any fee and that all rights, title, and interest to the above materials and use of them belong to Hope Roswell. I understand and agree that these materials may be duplicated or distributed with or without charge, and/or altered in any form or manner without future/further compensation or liability, in perpetuity. I understand that Hope Roswell is obtaining this release and assignment of copyright in order to conform to U.S. copyright laws and international copyright treaties and conventions.

IN WITNESS WHEREOF, the undersigned hereby executes this Agreement.

Participant's Signature:	Date:	

Participant's Printed Name:	
-----------------------------	--

**Parent/Guardian:** If participant is a minor, I hereby give my permission for my son/daughter,

to participate in the Hope Roswell event, and I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the participant.

## Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_