

THE STATE OF TEXAS
COUNTY OF HIDALGO
OUR SAVIOR LUTHERAN CHURCH, ELCA

WAIVER OF LIABILITY, RELEASE,
INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT

LUTHERANS OUT SEEKING THE TRUTH (L.O.S.T.)

I hereby permit my Child, _____,
To be a participant in Lutherans Out Seeking the Truth (L.O.S.T.) of Our Savior Lutheran Church, and being allowed to use Our Savior Lutheran Church property, equipment and services, including but not limited to, the Living Faith Center, Sanctuary and any and all off campus events related to L.O.S.T., and recognizing that such activity involves certain inherent risks and dangers to my property and person, to include property damage and/or physical injury do hereby agree to assume the risks attendant to all activities associated with participation in the L.O.S.T. of Our Savior Lutheran Church, including but not limited to: property damage and/or personal injury to my child as a result of motor vehicle accidents or motor vehicle collisions on either public streets or private property; property damage and/or personal injury to my child as a result of the acts of others associated with any and all L.O.S.T. activities including sporting activities and off campus field trips; property damage and/or personal injury to Our Savior Lutheran Church property or employees or any third persons resulting from L.O.S.T. activities; property damage and/or personal injury to my child resulting from the acts of third parties or myself; property damage and/or personal injury to my child resulting from my own errors, omissions, or negligent acts; property damage and/or personal injury to others resulting from my own errors, omissions or negligent acts.

I hereby waive all claims, release, indemnify, defend and hold harmless Our Savior Lutheran Church and all its officials, officers, agents, volunteers and employees in both their public and private capacities, from any and all liability, claims, suits, demands, expenses of litigation, or causes of action which may arise by reason of injury to persons or loss of, damage to or loss of use of any property occasioned by error, omission or negligent act of myself or any other persons with regard to this Agreement and I will at my own cost and expense defend and protect Our Savior Lutheran Church against any and all such claims and demands.

I hereby agree to indemnify, defend and hold harmless Our Savior Lutheran Church and all of its officials, officers, agents, volunteers and employees from and against any and all claim, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, including but not limited to court costs and attorneys' fees for death, injury to or debt of any person or loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits, of liability arise in whole or in part from the negligence of Our Savior Lutheran Church, its officers, officials, agents, volunteers or employees. It is the express intention of the parties hereto, both myself and Our Savior Lutheran Church, that the indemnity provided for in this paragraph is indemnity by the undersigned to indemnify and protect Our Savior Lutheran Church's own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

It is further agreed that the execution of this "Waiver of Liability, Release, Indemnification and Hold Harmless Agreement" will not constitute a waiver by Our Savior Lutheran Church of the defense of governmental immunity where applicable, or any other defense recognized by the courts of the State of Texas.

Signed, this the _____ day of _____, 20_____.

Parent Signature: _____

Address: _____

Telephone: _____ Cell: _____