

THIS IS A LEGAL DOCUMENT—PLEASE READ CAREFULLY BEFORE SIGNING

**Hendricks Avenue Community Athletic Association (“HACAA”)
and Hendricks Avenue Baptist Church (“HAB”)
Waiver of Liability, Release and Hold Harmless Agreement—
(Including Emergency Medical Treatment Authorization)**

I, _____, with the consent of my parent or guardian _____ (if I am under 18 years of age), desire, on a completely voluntary basis, to participate in one or more activities or events, including but not limited to organized athletics, such as baseball or basketball league participation, and related activities (collectively the “Activities”) sponsored, authorized, hosted or conducted in whole or in part by, or on behalf of, or using the premises, property or vehicles of, Hendricks Avenue Baptist Church (“HAB”), whose business address is 4001 Hendricks Avenue, Jacksonville, Florida 32207 or the Hendricks Avenue Community Athletic Association (“HACAA”), whose business address is 4001 Hendricks Avenue, Jacksonville, Florida 32207. I/We warrant and represent that to the best of my knowledge I am physically fit and fully capable of taking part in the Activities. **I/We further acknowledge and understand that the Activities involve certain inherent risks and dangers that could result in serious harm and/or grievous injuries, including bodily injury, damage to personal property, and even death. On behalf of myself and my heirs, assigns and next of kin, I/We voluntarily assume full responsibility for, and waive all claims for, any and all damages, injuries or death sustained by me or my property that I/We may ever have against HAB or HACAA arising out of my voluntary participation in the Activities.**

I/We also consent to the receipt of emergency medical treatment in the case of injury or other physical condition requiring immediate medical attention that may arise during or in connection with my participation in the Activities.

Is the Participant covered by medical insurance? Yes___ No___

If Yes, please provide the following information:

Name of Insurance Provider_____

Policy No. _____ Group No. (if a Group Policy) _____

Name of the Policyholder_____

Telephone Number for Claims (____) ____ - _____

(Please call 904-396-7745 should this insurance information change.)

I/We HEREBY RELEASE, indemnify, hold harmless, covenant not to sue, and forever discharge HAB and HACAA and their agents, employees, officers, volunteers, and other representatives, of and from any and all claims, damages, demands, causes of action and liabilities of every kind or nature, whether known or unknown, at law or in equity, that might arise from my participation in, or travel to or from, the Activities. Furthermore, I/We specifically RELEASE HAB and HACAA and their agents, employees, officers, volunteers and other representatives from any and all claims related to these events or activities that are based upon their alleged or actual NEGLIGENCE and expressly release and waive any and all rights to assert such negligence-related claims.

This Agreement is entered into and will be construed in accordance with the laws of the State of Florida. Any dispute arising under or in connection with this Agreement will be solely and exclusively resolved in an action filed by either party in a court located in Duval County, Florida. The prevailing party in any such litigation will be entitled to

recover their reasonable attorney's fees and litigation costs from the non-prevailing party. This Agreement will be effective and remain valid and binding for a term of one (1) year from the date of the Participant's signature shown below, unless replaced prior to such time by a new written agreement signed by the Participant (and Parent/Guardian if applicable).

IN SIGNING THIS DOCUMENT, I/WE ACKNOWLEDGE AND REPRESENT THAT I/WE HAVE READ THE FOREGOING WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY AND OF MY/OUR OWN FREE WILL, AND THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE.

In providing this waiver, I/We further acknowledge that HAB and HACAA are not-for-profit organizations on whose behalf a waiver and release of this nature is appropriate and necessary, so that they may continue to offer their involvement with and use of their facilities for the Activities, in a manner that benefits the HAB congregation and the community at large.

IN WITNESS WHEREOF, I/We have hereunto provided my/our signature(s) to confirm this agreement on the date(s) shown below.

PARTICIPANT

**ALSO AGREED TO & ACKNOWLEDGED
ON BEHALF OF MINOR (UNDER 18)
PERSON BY PARENT OR LEGAL
GUARDIAN**

Date

Date

Printed Name of Participant

Printed Name of Parent or Guardian

Signature

Signature

WITNESSED BY:

Date

Printed Name

Signature

HACAA Office: Received By: _____ Date Received ___ / ___ / ___
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