

HOLY TRINITY-HOLY CROSS GREEK ORTHODOX CATHEDRAL
WAIVER AND COMPLETE RELEASE OF LIABILITY,
MEDICAL TREATMENT AND PHOTO AUTHORIZATION

In consideration of the Holy Trinity-Holy Cross Greek Orthodox Cathedral, (which entities, together with all of the churches and missions that comprise a part of the Greek Orthodox Metropolis of Atlanta, are collectively defined herein as the “**Church**”) furnishing or making available services, property, camp site, housing, transportation, supervision, activities, resources, supplies, programs and equipment to enable the undersigned participant (the “**Participant**”) to participate in Church religious, social, cultural, athletic or other activities, services, programs and events (collectively, the “**Church Events**”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Participant and the undersigned legal Guardian of Participant, on behalf of themselves, and their respective children, representatives, executors, heirs, beneficiaries and successors (all of the foregoing being collectively defined as the “**Undersigned**”) fully and unconditionally agree as follows:

1. The Undersigned fully understand, acknowledge and agree that:

(a) All indoor or outdoor Church Events have inherent risks, dangers, hazards and exposures (collectively defined as the “**Dangers**”)

(b) Participation in Church Events and/or use of Church owned, borrowed or leased equipment, facilities, real or personal property, buildings, or spiritual, residential or recreational items, properties or equipment (collectively defined as the “**Church Property and Equipment**”) may result in injury, illness, sickness, disease, strains, breaks, fractures, partial and/or total paralysis, death or other ailments or injuries that could cause serious disability (all of the foregoing being collectively defined as the “**Injuries**”);

(c) These Dangers or Injuries may be caused by: (i) accidents, the forces of nature, foreseeable or unforeseeable causes, or other causes; or (ii) the actions, omissions or negligence of other participants in Church Events or other individuals or entities; or (iii) the actions, omissions or negligence of the Church Youth Director, Metropolitan, Church Event chaperons or leaders, clergy or other Church Council members, parishioners, agents, subcontractors, officers, volunteers or employees of the Church (all of the foregoing individuals being collectively defined as the “**Church Officials**”); and

(d) By the participation by any of the Undersigned in Church Events or use of Church Property and Equipment, the Undersigned hereby assume all risks and Dangers and all responsibility for any and all Injuries, Dangers, losses and damages, which occur or arise there from, whether caused in whole or in part by the actions, omissions or negligence of any of the Church Officials, the Church or any other person or entity.

2. The Undersigned Participant and Guardian, on behalf of all of the Undersigned, including their respective children, representatives, heirs, beneficiaries and successors, hereby voluntarily release, waive, discharge, hold harmless, defend and indemnify the Church, and all Church Officials, from any and all Injuries, Dangers, lawsuits, other proceedings, claims of any kind, actions or losses of any kind, including without limitation those for bodily injury, Injuries, property damage, wrongful death, loss of services or otherwise, which might arise out of use of the Church Property and Equipment or participation in, or travel to, any Church Events. The Undersigned specifically understand and agree that the Undersigned are releasing, discharging and waiving, without limitation, any claims or actions that the Undersigned may have presently or in the future for the negligence, actions, omissions or other conduct by Church or any or all of the Church Officials in connection with Church Events or Church Property and Equipment. The Undersigned also hereby represent that the Participant is in good physical and mental condition and is capable of participating in outdoor and indoor recreational activities and programs all without incident or problem of any kind, including, but not limited to, swimming, diving, boating, ropes courses, climbing activities, basketball, volleyball and other sports and adventure activities. The Undersigned accept all responsibility for Participant’s physical well being and health and the results of the Undersigned’s participation in any such activities or Church Events.

3. THE UNDERSIGNED HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS THE UNDERSIGNED’S INTENTION TO FULLY AND COMPLETELY RELEASE, EXEMPT, RELIEVE AND HOLD HARMLESS THE CHURCH AND ALL CHURCH OFFICIALS FROM ANY LIABILITY OR OTHER CLAIM OF ANY KIND FOR ANY INJURIES, DANGERS, PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, ACTIONS, OMISSIONS OR OTHERWISE IN ANY WAY RELATED TO CHURCH EVENTS OR CHURCH EQUIPMENT.

928978v3 (2004) 1

4. Any Church Official may seek whatever medical attention or treatment he or she believes the Participant may need, including, without limitation, having them see a doctor or other professional at a hospital, clinic, other medical facility or at Church Events (collectively defined as the “**Medical Professionals**”), and any Medical Professionals may treat the Participant and provide whatever medical attention or treatment they believe the Participant requires or could benefit from (the “**Medical Treatment**”).

5. The Undersigned Guardian and Participant (if of legal age) will remain completely financially responsible and liable (regardless of whether or not he or she has insurance) for any and all costs, fees or expenses associated with any such Medical Treatment, and the Guardian and Participant (if of legal age) will promptly reimburse and indemnify the Church, any Church Official and/or the Medical Professionals for any costs, fees, expenses or claims of any kind they may incur in obtaining such Medical Treatment for the Participant; provided, however, that nothing herein shall obligate the Church or Church Official to incur any such costs, fees or expenses or seek such Medical Treatment, and nothing herein shall supersede, limit or conflict with any Waivers, Releases or Hold Harmless Agreements that may be executed in favor of any of the Church or any Church Officials in this or any other document.

6. Representatives and authorized contractors of the Church are hereby authorized to take and record photographs, videotape or other images, and or make audio, video or other recordings, of Participant and Participant's activities at or involvement in Church Events, or using Church Property and Equipment, solely for use by the Church in its brochures, newsletters, video tapes, recordings, web sites and other promotional material or items to promote the Church or Church Events, all without any remuneration to Participant, Guardian or the Undersigned.

All of the above provisions are accepted and agreed to as of: _____ (fill in date).

Participant's Signature _____

Participant's Address _____

Participant's Printed Name _____

City _____ State _____ Zip _____

Home Phone _____ Other Phone _____

Guardian's Signature Guardian's Address (if different)

(If Participant is less than 18 years old) _____

Guardian's Printed Name _____

City _____ State _____ Zip _____

Home Phone _____ Other Phone _____

In case of emergency, you may contact:

Print Name _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Work Phone _____ Cell Phone _____