

RELEASE AND HOLD HARMLESS AGREEMENT

_____, (including the undersigned parent/guardian if Participant is a minor who are collectively referred to herein as "Participant") desires to enter onto, use, and/or participate in one or more activities through the sports, recreational, activities, children, and youth ministries of **Pioneer Drive Baptist Church** and it's facilities, located at 701 South Pioneer Drive, Abilene, Texas 79605, that is owned and operate by **Pioneer Drive Baptist Church**, a Texas non-profit corporation ("PDBC"). For and in consideration of PDBC allowing Participant to enter onto, use, and/or participate in any activity at PDBC, and as a condition thereto, Participant and his or her legal representatives do hereby forever fully release and agree to hold harmless PDBC, its members, employees, officers, trustees, volunteers, and agents (collectively and individually the "Released Parties") from any and all claims for any and all loss, cost, damage, injury, or expense to the person or property of Participant occurring at, or in conjunction with, any activity of PDBC, or in any way as a result of Participant's entry on, use of, and/or participation in any activity at PDBC, including without limitation, any and all loss, cost, damage, injury, or expense to the person or property of Participant caused in any way by (i) any physical condition of PDBC or it's facilities, whether apparent or not, including without limitation any apparent or latent defect in the condition of any part of PDBC, (ii) the operations of PDBC including without limitation any activity thereon or sponsored thereby, (iii) any act or omission by the Released Parties provided no individual Released Party shall be released of any intentional tort that causes bodily injuryt or for any criminal conduct, (iv) any act or omission by any other participant, invitee, or other person on, using or participating in activities at PDBC, and (v) any activity conducted at, on, or in connection with PDBC.

Participant agrees that this is a continuing release and hold harmless agreement and shall extend to and apply to any and all of the entries onto, uses of, and/or activities at PDBC by Participant from and after the execution hereof by Participant. Participant further agrees that this Release and Hold Harmless Agreement shall be binding on Participant and Participant's heirs, personal representatives, successors, and assigns, and shall inure to and be for the benefit of the Released Parties, their respective heirs, personal representative, successors, assigns and insurers. If Participant is a minor, the undersigned parent or guardian warrants that he/she has the authority to execute this Release on behalf of such minor child.

Date: _____

Signature of Participant, or Parent/Guardian of Minor Participant

Acknowledgment for Parent/Guardian

STATE OF TEXAS

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COUNTY OF TAYLOR

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BEFORE ME, a Notary Public, for and within the State of Texas, this ____ day of _____, 20____, personally appeared _____, known to me to be the person named in and who executed the above Release, and he/she acknowledged to me that he/she executed the same as his/her own free act and deed for the purpose and consideration therein expressed.

NOTARY PUBLIC, STATE OF TEXAS