

The Ark - Use and Activity Participation Agreement

GracePoint Church Coppell (“**GracePoint**”) is located at 590 S. Denton Tap Rd in Coppell, Texas (the “**Premises**”). The Premises includes an indoor playground area (“**The Ark**”).

The undersigned Representative, individually, and on behalf of the Participant(s) listed below, agrees with GracePoint that in consideration the permission granted for use of and/or participation in activities at The Ark, including and not limited to, observation, use of facilities, services or equipment, or participation in any way, Representative agrees to be bound by all terms and conditions set forth in this **The Ark - Use and Activity Participation Agreement** (hereafter the “**Agreement**”).

Compliance with Premises Rules. Representative agrees that while Representative and the Participant(s) are in, upon, or about the Premises or using any GracePoint facilities, services or equipment: (1) Representative is solely responsible for the childcare, safety and supervision of the Participant(s), (2) Representative and the Participant(s) shall comply with all the Premises rules, posted signs, and instructions by GracePoint staff members, (3) GracePoint may refuse use of The Ark for any reason within its sole discretion, and (4) GracePoint is not responsible or liable for lost, misplaced, damaged or forgotten items.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY. Representative understands and acknowledges there are risks involved with Representative’s and/or the Participant(s)’ use of and/or participation in activities at The Ark and Representative assumes **full responsibility** for all such risks, including but not limited to, slips, trips, falls; impact with toys, equipment, or other persons; the negligence or intentional acts of others; failure to implement or follow rules, signs and warnings; improper and/or negligent operation and/or use of equipment; carelessness and/or negligent instruction and/or supervision; and damage to property belonging to and/or injury (including serious bodily injury or death) to Representative, the Participant(s), and others.

Representative hereby releases and holds GracePoint and its present and former directors, officers, employees, principals, agents, predecessors, successors, assigns, representatives, subsidiaries, affiliates, and attorneys (hereafter collectively the “**Releasees**”) harmless from all liability to Representative, the Participant(s), and Representative’s and the Participant(s)’ heirs, assigns, executors, administrators, personal representatives, and next of kin (hereafter collectively the “**Releasors**”) for any injury, loss or damage, and forever gives up any claim or demands therefore, on account of damage to property belonging to and/or injury (including serious bodily injury or death) to Releasors or other persons arising from or related to Representative and/or the Participant(s) presence on or about the Premises or the use of any GracePoint facilities, services or equipment, regardless of the cause of such injury, loss or damage (including serious bodily injury or death).

Releasors specifically agree to indemnify and hold harmless Releasees from any and all loss, injury, damage, claims, actions, lawsuits or proceedings of any kind, even if same arises from the fault or negligence of the Releasees; including any and all damages, costs and or expenses that Releasees may incur arising from or related to Representative and/or the Participant(s) presence on or about the Premises or the use of any GracePoint facilities, services or equipment, whether resulting from the action, inaction or negligence of Releasees or from any other cause whatsoever.

Arbitration of All Disputes / Governing Law. Representative agrees that The law of the State of Texas will apply to all issues if there is a dispute involving this Agreement, or arising from or related to Representative and/or the Participant(s) presence on or about the Premises or the use of any GracePoint facilities, services or equipment. Representative and GracePoint consent to arbitrate such dispute before a single arbitrator under the then current rules of the American Arbitration Association in Dallas County, and the Federal Arbitration Act shall govern the arbitrability of such dispute. Should this arbitration agreement be found to be invalid for any reason, the parties agree that the venue for any legal proceeding will be Dallas County, Texas.

Headings and Severability. Representative agrees that the headings used throughout this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement. Representative also

agrees that should one or more provisions in this Agreement be judicially determined to be unenforceable, the remaining provisions shall continue in full force and effect.

Disclaimer. Representative warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by GracePoint, not expressly made a part of this Agreement, had induced Representative to enter into, or been relied upon by Representative in entering into, this Agreement.

Binding Effect. The terms and conditions of this Agreement shall continue in full force and effect at all times during which Representative and/or the Participant(s) are present on or about the Premises or using any GracePoint facilities, services or equipment. Representative agrees this Agreement shall be binding upon Representative, the Participant(s), and Representative's and the Participant(s)' heirs, assigns, executors, administrators, personal representatives, and next of kin.

Representative:

I affirmatively state (choose all that apply):

- I am the parent or legal guardian of the Participant(s) named below.
- I am over the age of 18 and I have obtained permission from the parent/legal guardian of the Participant(s) named below to execute this Agreement on their behalf.
- I and the Participant(s) are healthy and physically able to participate in any and all activities on GracePoint Premises.

I acknowledge I have read, understand, and agree to be bound by the terms and conditions stated in this Agreement. I understand that by signing this Agreement, I am waiving certain legal rights which I, individually, and/or the Participant(s), and/or our heirs, assigns, executors, administrators, personal representatives, and next of kin may have against the Releasees, including the right to sue.

Representative's Signature

Date

Representative's Address and Phone No.

Participant(s):

<u>Name</u>	<u>Age and Date of Birth</u>	<u>Relationship to Representative</u>
1.		
2.		
3.		