

## RELEASE OF LIABILITY 2024-25

In exchange for participation in weekly classes organized by Lightning Learners, at the New Covenant Christian Fellowship church building, 609 North Main Street, Attleboro, MA 02703 and/or use of the property, facilities and services of Lightning Learners, I agree for myself and the members of my family, including minors, to the following.

**1. ASSUMPTION OF THE RISKS AND RELEASE.** I am voluntarily participating in this activity, and I am participating entirely at my own risk. I assume full responsibility for personal injury to myself and my family members, and further release and discharge Lightning Learners and its staff and agents for injury, loss or damage arising out of my or my family's use of or presence upon the facilities or travel to or from at Lightning Learners, whether caused by the fault of myself, my family, Lightning Learners or other third parties. Risks include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death.

**2. INDEMNIFICATION.** I agree to indemnify and defend Lightning Learners against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Lightning Learners.

**3. CONSENT.** I, \_\_\_\_\_ of \_\_\_\_\_ consent to the participation of my \_\_\_\_\_ (relationship), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, in weekly classes and the related activities, and agree on behalf of the above minor(s) to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of said minors.

**4. MEDICAL AUTHORIZATION.** In the event of an injury to the above minor(s) during the above described activities, I give my permission to Lightning Learners or to its agents or representatives to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on September 1, 2024 and will remain in effect until terminated in writing by the undersigned or June 1, 2025, whichever occurs first. Lightning Learners shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physical and/or a hospital.
- b. The power to authorize medical treatment or medical procedures in any emergency situation; and

- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

**5. NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire.

**6. ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**7. ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or any of other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

**8. EMERGENCY CONTACT.** In the case of an emergency, please contact the following person(s) in the order presented: Emergency Contact Contact Relationship Contact Telephone

---

---

---

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Address: \_\_\_\_\_

---