

COF PRESCHOOL RELEASE OF LIABILITY: MINOR CHILDREN (REQUIRES NOTARY)

Undersigned parent, the guardian, or I hereby consent to my child, _____ participating in the COF Preschool Program, an event sponsored by Community of Faith. I certify that my child is able to participate in all activities that the COF Preschool Program offers. If there are any activities I do not want my child to be involved in, I have them listed here:

I UNDERSTAND AND HEREBY AGREE TO ASSUME ALL OF THE RISKS WHICH MAY BE ENCOUNTERED ON SAID ACTIVITY, INCLUDING ACTIVITIES PRELIMINARY AND SUBSEQUENT THERETO. I do hereby indemnify and hold harmless Community of Faith their officers, directors, agents, employees, volunteers and representatives (the "Indemnified Parties") from and against any and all liability, damages, actions, cause of action, claims, losses and/or expenses, including but not limited to attorneys fees, court costs and expenses, arising in connection with or based on injury to or death of any persons or property, including the loss of use thereof, caused in whole or in part by any member of the Group or the Group Leadership, regardless of whether or not caused in whole or in part by the negligence of the indemnified parties, or any one or more of them. However, this indemnification shall not apply to willful misconduct committed by the Indemnified Parties. I understand that part of the COF Preschool experience involves activities and interactions that may be new to my child, and that they come with certain risks and uncertainties beyond what my child may be used to dealing with at home. I am aware of these risks, and I am assuming them on behalf of my child. I realize that no environment is risk free, and so I have instructed my child on the importance of abiding by the COF Preschool rules, and my child and I both agree that he or she is familiar with these rules and will obey them.

I further give permission and consent to Community of Faith for any photographs, videotapes and interviews to be taken during COF Weekday Preschool Program to be published and used to illustrate, report, promote and advertise the program including on Internet Web Sites promoting or reporting on the program. I hereby assign full copyright of these photographs to Community of Faith with the reproduction either wholly or in part. I agree that they can be used separately or together, either wholly or in part, in any way and in any medium. Provided my name is not mentioned in connection with any other statement or wording which may be attributed to me personally, I undertake not to prosecute or to institute proceedings, claims or demands against Community of Faith or any of their employees related to any actions of Community of Faith taken in accordance with this paragraph.

I agree that venue for any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction located in Harris County, Texas, and such dispute or cause of action shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of any provisions relating to conflict of laws. I expressly agree that this release, waiver, and indemnity agreement is intended to be broad and inclusive as permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release contains the entire agreement between the parties here to and the terms of this release are contractual and not a mere recital. I agree that in any event that I take any legal action against Community of Faith, which is decided in favor of Community of Faith, I will be responsible for all legal fees, court costs, and out-of-pocket expenses of Community of Faith, its owners and employees. This Release shall remain in force until revoked. I agree to inform Community of Faith immediately in writing if any information provided herein changes. I further state that I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW THE CONTENTS THEREOF AND I SIGN THIS RELEASE AS MY OWN FREE ACT. This is a legally binding agreement, which I have read, understood and accept.

Signature of parent/guardian _____ Date _____

SWORN STATEMENT

STATE OF TEXAS, COUNTY OF HARRIS

TO WHOM IT MAY CONCERN: THIS WILL VERIFY THAT _____, A MINOR CHILD, HAS OUR PERMISSION TO PARTICIPATE IN THE COMMUNITY OF FAITH PRESCHOOL PROGRAM, LOCATED IN HOCKLEY, TEXAS, U.S.A. I ALSO AGREE TO THE TERMS OF THE RELEASE OF LIABILITY FORM AS STATED ABOVE.

(SEAL)

PARENT/GUARDIAN PRINTED NAME: _____ SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____. NOTARY PUBLIC IN AND FOR HARRIS COUNTY, TEXAS

SIGNATURE