



Indonesian Christian Church Canada

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

This is a binding legal agreement. Clarify any questions or concerns before participating. **Please read carefully!**

1. As a participant ("**I**" or "**me**") in activities, programs, classes, services, and events provided, sponsored, or organized by **Indonesian Christian Church Canada (ICCC)**, including but not limited to: social gatherings, church services, outreach programs, recreational activities, sports, games, training sessions, retreats, workshops, volunteering, and consuming food and beverages (collectively, the "**Activities**"), I hereby acknowledge and waive certain legal rights, including the right to sue or claim compensation as a prerequisite to my participation, and I agree to all the terms and conditions set forth in this agreement (the "**Agreement**").

Disclaimer

2. Indonesian Christian Church Canada (the "**Church**") is not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by me during, or as a result of the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Church.

Description of Risks

3. I understand and acknowledge that:
 - a. The Activities may involve foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life.
 - b. The Church, its staff, and volunteers may be unaware of my physical condition or abilities, may misjudge weather or environmental conditions, or may give incomplete warnings or instructions. Equipment or facilities may malfunction or be used improperly.
4. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers, and hazards associated with or related to the Activities which could result in damage, loss, serious physical injury, or death. These include, but are not limited to:
 - a. **Health:** Strenuous activities, physical exertion, dehydration, fatigue, lack of fitness, injury, and exposure to communicable diseases (e.g., COVID-19, bacteria, viruses, parasites).
 - b. **Premises:** Unsafe or defective facilities, falls, collisions, uneven surfaces, environmental hazards, extreme weather, and travel to and from venues.
 - c. **Use of Equipment:** Equipment malfunction, improper use, or inadequate instructions or supervision.
 - d. **Contact:** Unintentional or intentional contact with objects or other people that may result in injury.

- e. **Advice:** Potential reliance on incorrect or negligent advice regarding Activities.
- f. **Conduct:** My own behavior and the behavior of others, including potential physical altercations.
- g. **Travel:** Accidents or incidents while commuting to or from Activities.
- h. **Negligence:** Negligence of the Church or its representatives.

Terms

5. In consideration of the Church allowing me to participate in the Activities, I agree:
- a) That my mental and physical condition is appropriate for participation;
 - b) That I am responsible for ensuring my own safety when participating remotely or off-site;
 - c) To follow all rules, guidelines, and instructions from the Church;
 - d) To assess my surroundings and report any hazards or concerns immediately;
 - e) Not to participate if impaired;
 - f) That I am solely responsible for assessing the difficulty of an activity before participation;
 - g) That I am responsible for the selection and proper use of any required safety or protective equipment.

I further agree to comply with all safety policies or procedures, whether written or verbal, established by the Church or the venue where the Activities take place. I understand these may be updated from time to time at the Church's sole discretion.

Photography and Media Release

6. I grant permission for my image and likeness to be used in photography, videography, and promotional materials related to the Church's activities without compensation.

Release of Liability and Disclaimer

7. In consideration of being allowed to participate in the Activities and use any Church-provided equipment or facilities, I agree:
- a) That I am solely responsible for my own safety;
 - b) To **ASSUME** all risks related to participation;
 - c) That I am not relying on any oral or written statements made by the Church or its representatives in choosing to participate;
 - d) To **WAIVE** any and all claims that I may have now or in the future against the Church;
 - e) To **FREELY ACCEPT** and **FULLY ASSUME** all risks, including the possibility of personal injury, death, property damage, or loss;
 - f) To **FOREVER RELEASE AND INDEMNIFY** the Church from any and all liability for any claims, damages, actions, judgments, costs, or expenses (including legal fees), including those caused by the Church's negligence, gross negligence, or breach of duty;
 - g) To **HOLD HARMLESS AND INDEMNIFY** the Church from any third-party claims related to my participation;
 - h) That the Church is not liable for any damage to my personal property or vehicle;
 - i) That this Agreement is intended to be as broad and inclusive as allowed by Ontario law, and if any part is found invalid, the rest remains in effect.

Age Restriction

8. I confirm that I am over the age of 18. If I am under the age of 18, I understand that my parent or legal guardian must also review and consent to this Agreement. I understand that this Agreement is binding upon my heirs, next of kin, legal representatives, and assigns.

Jurisdiction

9. I agree that any legal action related to this Agreement will be brought exclusively in the Province of Ontario, Canada, and governed by Ontario law.

Acknowledgment

10. I acknowledge that I have read and understand this Agreement, that I have executed it voluntarily, and that it is binding on me, my heirs, executors, and legal representatives. I further acknowledge that by participating, I am waiving the right to bring a legal action against the Church for any claims covered by this Agreement.

By participating in or signing up for the Church's activities, I acknowledge that I fully understand and agree to all the terms and conditions of this Agreement.