

# First United Methodist Church of Richmond, Inc. Wellspring Homeschool Community, Inc. User Agreement, Release, & Waiver of Liability

I request authorization for myself and my minor children to use the First United Methodist Church (FUMC), Richmond, KY facilities (or any part thereof). I acknowledge that use of the facilities and equipment by me is expressly conditioned on my agreement to each of the terms of this document. I acknowledge and agree as follows:

1. To the best of my knowledge, I and my children are physically and mentally sound and have medical approval by my doctor to participate in physical exercise activities of the type normally engaged in a voluntary health & fitness facility.

2. I understand and agree that I am responsible for learning how to use the equipment properly and safely. This includes the responsibility to inspect all equipment before I or my children use it to ensure that it is in good operating condition for my intended use. I acknowledge that Wellspring Homeschool Community and FUMC are not responsible for the condition of any equipment I use. I agree to refrain myself and children from using equipment that I determine to be defective or in need of maintenance or repair.

3. I am responsible for establishing and maintaining my own exercise program. Should instruction be offered, I hold myself responsible for any potential injuries that may occur.

4. I understand that FUMC reserves the right to change or cancel the continued availability to me of any facilities and equipment without liability to me. No lease, license or bailment is created by my use of the facilities. FUMC and Wellspring Homeschool Community are not liable for any loss or damage to my person, my children, or my property, or to any other persons because of my use of my property, my use of the facilities, or my actions, or my children's actions.

5. I understand that a risk of injury is present when engaging in or utilizing the facilities and equipment, and I assume all responsibilities and risk of participation.

6. I understand and agree that the use of the facilities and equipment is voluntary.

7. I understand and agree that FUMC and Wellspring Homeschool Community are not liable or responsible for any damaged, lost, or stolen items (to include sport/athletic equipment) that I may bring into the facility.

8. IN CONSIDERATION OF FUMC ALLOWING ME THE USE OF THE FACILITIES, I, THE UNDERSIGNED, INTEND TO BE LEGALLY BOUND FOR MYSELF, MY HEIRS, ADMINISTRATORS, AND ASSIGNS, AND DO HEREBY RELEASE THE FUMC AND WELLSPRING HOMESCHOOL COMMUNITY AND THEIR REPRESENTATIVES, MEMBERS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE THAT I OR MY MINOR CHILDREN MAY SUFFER AS A RESULT OF OUR ACTIVITIES, USE OF ANY FACILITIES OR EQUIPMENT. I FURTHER AGREE TO INDEMNIFY AND HOLD FUMC AND WELLSPRING HOMESCHOOL COMMUNITY HARMLESS FROM ANY CLAIMS OR LOSSES, INCLUDING ATTORNEY FEES, IT MAY INCUR AS A RESULT OF MY OR MY CHILDREN'S ACTIVITIES, USE OF THE FACILITIES OR EQUIPMENT.

9. I HAVE CAREFULLY READ THIS AGREEMENT, RELEASE, & WAIVER OF LIABILITY AND I KNOW ITS CONTENTS. I HAVE VOLUNTARILY SIGNED AS MY OWN FREE ACT.

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent / Legal Guardian Printed Name (First, MI, Last): \_\_\_\_\_

Witness: \_\_\_\_\_ Date: \_\_\_\_\_  
*FUMC VOLUNTEER*

Minor Child's Printed Name (First, MI, Last) please list all your children who will be participating at any time

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