

Night to Shine at The Chapel Release of Liability

By signing below, and for the good and valuable consideration of participating in the Night to Shine event hosted by The Chapel In Huron (“The Chapel”), and sponsored, in part by, or associated with, the Tim Tebow Foundation (“TTF”), the undersigned on his or her own behalf or the parent, caretaker, or legal guardian on the behalf of the participant agree for participant and (if applicable) for the members of participant’s family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** Agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Chapel or representatives of The Chapel.
2. **RELEASE OF LIABILITY.** Recognize that there are certain inherent risks associated with participation in the Night to Shine event hosted by The Chapel and could result in various types of injuring including, but not limited to: sickness, bodily injury, death, emotional injury, personal injury, property damage, and financial damage. I assume full responsibility and further release and discharge TTF, The Chapel, any of its officers, directors, elders, pastors, volunteers, staff, and members for injury, loss or damage arising out of my use of or presence upon the facilities of The Chapel, whether caused by the fault of myself, The Chapel, TTF, other participants, or other third parties.
3. **INDEMNIFICATION.** Agree to indemnify and defend The Chapel and TTF 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 participation in Night to Shine, and for the use of, or presence upon, the facilities of The Chapel, caused by any of my/our negligent, reckless, or willful actions.
4. **FEES.** Agree to pay for all damages to the facilities of The Chapel caused by any negligent, reckless, or willful actions.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Ohio law.
6. **NO DURESS.** 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.
7. **ARMS LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm’s 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.

8. **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 of any other applications of such provision, as the case maybe, and such invalid or unenforceable provision shall be deemed not to be a part of the Agreement.
9. **DISPUTE RESOLUTION.** Any controversies or disputes arising out of or relating to this Agreement will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction. I hereby waive the right to trial by jury and agree to submit any dispute to binding arbitration

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

AGREED TO AND ACCEPTED:

Participant Information

Name of Participant: _____

Signature of Participant (if over age 18):

_____ Date: _____

Signature of Parent/Caretaker/Legal Guardian (if participant is under age 18):

_____ Date: _____

Address: _____ City/State/Zip: _____

Telephone: _____ Email: _____