



BETHANY PRESBYTERIAN CHURCH, INC.
1201 QUINCE ORCHARD BLVD., GAITHERSBURG, MD 20878
Direct: (301) 670-1200 | Fax: (301) 670-1267

2023 BETHANY COMMUNITY DAY GUEST BOOK

- **NAME:** _____
- **FAMILY MEMBER(S) (IF APPLICABLE):** _____
- **E-MAIL:** _____
- **MEMBER OF BETHANY PRESBYTERIAN CHURCH:** YES NO
- **IF NOT, HOW WOULD YOU KNOW ABOUT THE BETHANY COMMUNITY DAY?**
NEIGHBORHOOD FRIENDS/FAMILY BANNER/DRIVING BY
- **COMMENTS:** _____

COVID-19 ACKNOWLEDGMENT AND LIABILITY WAIVER AND RELEASE OF CLAIMS

I desire to and willingly participate in the 2023 Bethany Community Day ("Event") hosted by the Bethany Presbyterian Church, Inc., a Maryland church organization ("BPC") at 1201 Quince Orchard Blvd., Gaithersburg, MD 20878. In consideration of being permitted to attend and participate in the Event, and in recognition of BPC's reliance hereon, I agree to the terms and conditions set forth in this agreement ("Release"). As a highly contagious, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The state of medical knowledge is evolving, but the virus is believed to spread from person to person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. Thus, in light of the ongoing spread of COVID-19, BPC has implemented measures to reduce the risks associated with the Event but cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 and other infectious diseases (collectively, "Disease") while attending the Event or being on its premises. Thus, BPC cannot guarantee that I will not be injured or become infected with the Disease as a result of my participation in the Event and that attending the Event may increase my risk of contracting the Disease.

ASSUMPTION OF RISK. Notwithstanding the aforementioned risks, I acknowledge that I am voluntarily participating in the Event with knowledge of the dangers involved and that my attendance includes the possibility of exposure to and illness from the disease, including but not limited to COVID-19. I hereby knowingly and freely agree to accept and assume all risks of injury, illness, disability, death, harm, and loss associated with or arising from my attendance at the Event, whether caused by the negligence or conduct of BPC or any releasees hereunder.

RELEASE AND WAIVER. I hereby expressly waive and release any and all claims, and demands of whatever kind or nature now known or hereafter known, against BPC, and its officers, directors, employees, agents, and affiliates (collectively, "releasees"), either in law or equity, and that this release is intended to be as broad and inclusive to the fullest extent permissible by law, including but not limited to damages or losses caused by the negligence, fault or conduct of any kind on the part of the releasees, including but not limited to illness, disability, death, economic loss or out of pocket expenses or loss or damage to property arising out of or attributable to my participation in and attendance at the Event, whether caused by or arising out of the negligence, fault or conduct of any kind of BPC or any releasees. I covenant not to make or bring any claim I, my heirs, assignees, next of kin and/or legally appointed or designated representative, may have or which may hereinafter accrue on my behalf against BPC or any releasee, and forever release and discharge BPC and all releasees from liability under such claims.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature: _____



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WAIVER AND RELEASE FROM LIABILITY

WARNING: BOUNCING ON A BOUNCE HOUSE ("MOONBOUNCE") MAY PRODUCE INJURY AND/OR DEATH

I have voluntarily elected to allow my child(ren) to participate in playing on MoonBounce(s), and I fully understand that this involves jumping on air-filled entertainment toy(s) and that there are health and safety risks associated with this type of activity. I, therefore, assume all risk of injury and/or death associated with this event and hereby confirm that my child(ren) are in good physical condition and do not suffer from any disabilities or physical conditions that place me or others at risk or otherwise should prohibit their participation in this event.

I hereby waive and release, indemnify, hold harmless and forever discharge the BPC, and their volunteers and aforementioned releasees, representatives, legal counsel, and all persons, firms, corporations liable or who might be liable, whether or not herein named, none whom admit any liability to the undersigned, but all expressly denying liability ("Released Parties" and collectively with I the "Parties"), from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities, of every kind and nature, whether known or unknown, in law or equity, which I have or may hereafter have, arising from or in any way relating to my child(ren)'s participation in any of the events or activities conducted by the Released Parties on the date that the MoonBounce (s) is/are used, on the premises of the Released Parties, or for the benefit of the Released Parties.

I understand that the activities that they will participate in on the date the MoonBounce(s) is/are used are inherently dangerous, and my participation may cause harm or grievous injuries, including bodily injury, damage to personal property and/or death. I, on behalf of myself, my spouse, heirs, executors, administrators, representatives, successors, assigns and next of kin, waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned Released Parties to such activity. **By this WAIVER AND RELEASE, I assume any risk, and take full responsibility and warranty of any and all claims of personal injury and death or damages to but not limited to my use of the Released Parties' facilities and/or engaging in the Release Parties' activities or other activities on and near the Release Parties' premises on the date the MoonBounce(s) are used.** This WAIVER AND RELEASE contains the full and complete agreement between the Parties, the terms are contractual and not merely a recital, and supersedes any and all prior written or oral agreements and representations between the Parties concerning the activities and the WAIVER AND RELEASE. Any additions to or changes in this WAIVER AND RELEASE shall be valid only if set forth in writing and signed by all the Parties. Furthermore, this WAIVER AND RELEASE is binding upon the undersigned and his/her respective spouse, heirs, next of kin, executors, administrators, representatives, successors and assigns. This WAIVER AND RELEASE shall be subject to the laws of the State of Maryland. The provisions of this WAIVER AND RELEASE will remain in issue and in full force and effect even after termination of the Parties' activities.

I acknowledge that I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE and its contents. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this WAIVER AND RELEASE voluntarily, under no duress or threat of duress, without inducement, promise, or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

Signature: _____

By Parent or Legal Guidance