

Community Fine Arts Education Academy
c/o St. Paul's Lutheran Church
408 South Davidson Street
Karnes City, Texas 78118
830-780-2251
www.StPaulsLutheranKC.org/Fine-Arts
www.facebook.com/StPaulsLutheranKarnesCity

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

1. In consideration for receiving permission to participate in the Community Fine Arts Education Academy—whether as an instructor or student—and to occupy and/or use the property of St. Paul's Lutheran Church, including but not limited to occupation of the premises and potential use of certain musical instruments, (hereinafter referred to as the "Property"), I hereby, on behalf of myself, my minor children, and/or minors in my care, **COVENANT NOT TO SUE AND RELEASE** St. Paul's Lutheran Church, its officers, directors, managers, members, agents, servants, employees, volunteers, and other persons connected with or associated with St. Paul's Lutheran Church (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my minor children, minors in my care, or any property belonging to me, my minor children, or minors in my care, **WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF RELEASEES OR OTHERWISE.**

2. I understand that participation in the Community Fine Arts Education Academy is voluntary, and **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me, my minor children, or minors in my care, or any loss or damage to property owned by me, my minor children, or minors in my car, or to property in our possession, custody, or control, as a result of participation in the Community Fine Arts Education Academy, **WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF RELEASEES OR OTHERWISE.**

3. **I FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE, OR COSTS, INCLUDING COURT COSTS AND ATTORNEYS' FEES, THAT THE RELEASEES MAY INCUR DUE TO PARTICIPATION IN THE COMMUNITY FINE ARTS EDUCATION ACADEMY BY ME, MY MINOR CHILDREN, OR MINORS IN MY CARE, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF RELEASEES OR OTHERWISE.**

4. It is my express intent that this Release of Liability and Waiver of Claims shall bind the members of my family, including my spouse, our heirs, assigns and personal representatives and shall be deemed as a **RELEASE AND WAIVER OF CLAIMS AGAINST AND A COVENANT NOT TO SUE THE RELEASEES.** I hereby further agree that this Release of Liability and Waiver of Claims shall be construed in accordance with the laws of the State of

Texas, and any dispute concerning this agreement will be heard in the state courts of Karnes County, Texas.

5. BY SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT that I have read the foregoing Release of Liability and Waiver of Claims, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. **I am at least eighteen (18) years of age or am the parent or guardian of a minor child and fully competent to execute this Release of Liability and Waiver of Claims.**

Student Name: _____

Parent/Guardian Name: _____

Signature: _____

Date: _____