

RELEASE AND WAIVER OF LIABILITY

PLEASE CAREFULLY READ ALL TERMS BELOW BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS:

Participant's Name: _____	Date of Birth: _____
Parent/Guardian's Name(s): _____ <i>(if Participant is under 18 years)</i>	

In consideration for Participant being permitted to attend and participate in the Women's ACTS Retreat, the undersigned hereby acknowledges, consents, and agrees as follows:

1. Representations of Participant. Participant hereby represents that Participant understands the nature of attending and participating in the Women's ACTS Retreat in consideration of the current and ongoing COVID-19 Pandemic. Participant agrees to comply with the rules governing attendance and participation in the Women's ACTS Retreat.

2. Knowledge of Risks. Participant acknowledges and agrees that Participant's attendance and participation in the Women's ACTS Retreat during the current and ongoing COVID-19 Pandemic may involve serious risks, including, without limitation, death, bodily injury, illness, sickness, damage to personal property, and dangers resulting from injury, sickness, or accident. Knowing the risks, dangers, and hazards involved in Participant's attendance and participation in the Women's ACTS Retreat during the current and ongoing COVID-19 Pandemic, Participant nevertheless voluntarily consents and agrees to attend and participate in the Women's ACTS Retreat. **I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), HEREBY EXPRESSLY AND SPECIFICALLY ASSUME FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF DEATH, BODILY INJURY OR ILLNESS/SICKNESS TO PARTICIPANT AND/OR PARTICIPANT'S PERSONAL PROPERTY RESULTING FROM OR ARISING OUT OF PARTICIPANT'S ATTENDANCE AND PARTICIPATION IN THE WOMEN'S ACTS RETREAT, WHETHER CAUSED OR CONTRIBUTED BY THE NEGLIGENCE OF STS. PETER AND PAUL CATHOLIC CHURCH, THE ARCHDIOCESE OF SAN ANTONIO (THE "ARCHDIOCESE"), MOST REVEREND GUSTAVO GARCÍA-SILLER OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "CHURCH PARTIES") OR OTHERWISE.**
(Initials) _____

3. **RELEASE AND WAIVER. I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), HEREBY, RELEASE, WAIVE, AND FOREVER DISCHARGE THE CHURCH PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, COSTS, EXPENSES, AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, RESULTING OR ARISING FROM PARTICIPANT'S ATTENDANCE AND PARTICIPATION IN THE WOMEN'S ACTS RETREAT. I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT (I) THIS RELEASE DISCHARGES ALL OF THE CHURCH PARTIES FROM ANY AND ALL LIABILITY THAT I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), MAY HAVE AGAINST THE CHURCH PARTIES WITH RESPECT TO THE DEATH, BODILY INJURY, OR ILLNESS/SICKNESS TO PARTICIPANT AND/OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY THAT MAY RESULT FROM PARTICIPANT'S ATTENDANCE AND PARTICIPATION IN THE WOMEN'S ACTS RETREAT; AND (II) THIS RELEASE EXTENDS TO ALL ACTS OF NEGLIGENCE, WHETHER CAUSED OR CONTRIBUTED BY ANY OF THE CHURCH PARTIES OR OTHERWISE.** (Initials) _____

4. **INDEMNITY. I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), UNCONDITIONALLY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CHURCH PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, DEMANDS, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES) INCURRED BY ANY OF THE CHURCH PARTIES RESULTING OR ARISING FROM PARTICIPANT'S ATTENDANCE AND PARTICIPATION IN THE WOMEN'S ACTS RETREAT, INCLUDING, WITHOUT LIMITATION, THE DEATH, BODILY INJURY, OR ILLNESS/SICKNESS TO PARTICIPANT OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY THAT MAY RESULT FROM PARTICIPANT'S ATTENDANCE AND**

PARTICIPATION IN THE WOMEN'S ACTS RETREAT, WHETHER CAUSED OR CONTRIBUTED BY THE NEGLIGENCE OF ANY OF THE CHURCH PARTIES OR OTHERWISE. (Initials)_____

5. Photo/Video Consent and Release. I hereby authorize the Church Parties to take photographs, recordings, and/or videos (whether electronic, digital, or otherwise) of Participant in connection with attendance and participation in the Women's ACTS Retreat, and I hereby consent to the use, reproduction, and publication of such images by the Church Parties in connection with the promotion and publicity of the activities of the Church Parties, including, without limitation, publication of such images on the Church Parties' websites. I, individually and/or in my capacity as parent/legal guardian of Participant (as applicable), hereby waive any right to inspect or approve the actual use by the Church Parties of any such image of Participant. Such images of Participant shall be the sole property of the Church Parties, and I, individually and/or in my capacity as parent/legal guardian of Participant (as applicable), acknowledge and agree that neither I nor Participant shall be entitled to any compensation whatsoever should any such images of Participant be used by the Church Parties. (Initials)_____
6. Severability. If any term, covenant, or condition of this Release and Waiver of Liability (the "Agreement") is, to any extent, invalid, illegal, or unenforceable, I hereby agree that the remainder of this Agreement shall not be affected thereby, and shall, notwithstanding, remain binding, valid and enforceable to the fullest extent permitted by law.

I COVENANT, CERTIFY AND REPRESENT TO THE CHURCH PARTIES I HAVE (I) FULLY READ THIS AGREEMENT, (II) FULLY UNDERSTAND ITS TERMS, AND (III) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. I UNDERSTAND THAT I, ON MY OWN BEHALF AND/OR ON BEHALF OF PARTICIPANT (AS APPLICABLE), HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS AGREEMENT. I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT (AS APPLICABLE), SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME BY ANY OF THE CHURCH PARTIES. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE AND WAIVER OF ALL LIABILITY AGAINST THE CHURCH PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Signature of Participant

Date: _____

Signature Participant's Parent/Legal Guardian
(required if Participant is under 18 years)

Date: _____