

WAIVER AND RELEASE OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF RISK AGREEMENT

2026–2027

I, the undersigned, am the parent or legal guardian of the following minor child(ren): Child(ren)'s Name(s):

_____ I desire for my child(ren) to access, observe, and participate in activities offered by Space Coast Christian Co-op (SCCC) and First Baptist Church of Cocoa, Florida, Holding Corporation, Inc. (FBC). These activities include, but are not limited to, co-op classes, celebrations, dining, and recreational activities such as pickleball, basketball, paddleball, table tennis, aerobics, and other events and programs (collectively, the "Activities") conducted at or by FBC and SCCC. As lawful consideration for my child(ren) being permitted to enter and use the premises of FBC and SCCC and participate in the Activities, I, for myself and on behalf of my child(ren), expressly agree to all of the terms and conditions set forth in this Waiver and Release of Liability, Indemnification, Assumption of Risk Agreement ("Agreement").

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY

_____ I acknowledge and understand that participation in the Activities involves inherent risks, including but not limited to bodily injury, illness, permanent disability, or death, and risks of damage or loss to personal property. These risks may result from the actions or inactions of SCCC, FBC, its staff, volunteers, other participants, or others, as well as from the condition of the premises or equipment used.

_____ I knowingly and voluntarily assume all risks, both known and unknown, for my child(ren)'s participation in any and all Activities at or through SCCC and FBC, and I hereby release, waive, and discharge SCCC and FBC, its trustees, officers, directors, employees, agents, representatives, affiliates, and volunteers (the "Releasees") from any and all claims, demands, actions, or causes of action, of any kind, known or unknown, that may arise from or relate to any injury, illness, or loss to person or property resulting from my child(ren)'s participation in Activities, including but not limited to any claims for negligence or negligent rescue.

EMERGENCY MEDICAL TREATMENT, COSTS, AND INSURANCE

_____ In the event of a medical emergency, I authorize SCCC and FBC to obtain emergency medical treatment for my child(ren) as deemed necessary by qualified medical personnel. I understand that I am responsible for any and all medical expenses incurred, and that SCCC and FBC does not provide health or accident insurance for participants. I certify that I have adequate health insurance or the financial means to cover any such expenses.

PHOTO AND MEDIA RELEASE

_____ I hereby grant permission for SCCC and FBC to use photos, video, or audio recordings of my child(ren) taken during Activities for promotional, publicity, or informational purposes, including publication on social media platforms and the church's website. I waive any right to inspect or approve the finished product and release SCCC and FBC from any claims arising out of use, distortion, or editing of such images or recordings.

COVENANT NOT TO SUE AND INDEMNIFICATION

_____ I agree not to initiate or participate in any lawsuit or legal claim against any of the Releasees for damages or injuries arising out of or related to my child(ren)'s participation in the Activities or use of SCCC and FBC premises. I further agree to indemnify, defend, and hold harmless the Releasees from any and all liabilities, claims, demands, damages, or expenses (including attorneys' fees) arising from or related to my child(ren)'s participation, whether caused by the negligence of SCCC and FBC or otherwise.

INTEGRATION, VENUE, AND WAIVER OF JURY TRIAL

_____ This Agreement constitutes the entire agreement between SCCC and FBC and me regarding the subject matter herein and supersedes all prior discussions or agreements. It shall be governed by the laws of the State of Florida. Any legal action shall be brought exclusively in the courts located in Brevard County, Florida. I waive any right to a jury trial for any dispute arising from or related to this Agreement.

DURATION

_____ This Agreement shall remain in full force and effect from the date signed below through the end of the 2025–2026 school year or program term, unless revoked in writing by me and accepted by SCCC and FBC. **ACKNOWLEDGMENT AND SIGNATURE** By signing below, I affirm that I am the parent or legal guardian of the child(ren) named above, that I have read and understood this Agreement in its entirety, and that I am voluntarily signing it on behalf of myself and my child(ren), thereby waiving substantial legal rights, including the right to sue.

Signature of Parent/Guardian: _____

Printed Name: _____

Phone Number: _____

Email (optional): _____

Date: _____