

Consent & Waiver and Release of Liability

In consideration of the risk of injury while participating in the Young Ladies Conference (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into the waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Victorious Kingdom Living Christian Church, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity. I understand that I may discontinue my participation in the Activity at any time, at my sole discretion.

I UNDERSTAND AND HEREBY AGREE TO ASSUME ALL OF THE RISKS WHICH MAY BE PRELIMINARYLY AND SUBSEQUENTLY ASSOCIATED AND ENCOUNTERED WITH THE ACTIVITY. I do for myself, my child, heirs and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge Victorious Kingdom Living Christian Church harmless of all legal, financial, and any other liability that includes their agents, employees, successors and assigns, and their respective heirs, personal representatives, volunteers, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the Consenting Acts.

I hold harmless and hereby irrevocably and unconditionally release and forever discharge Victorious Kingdom Living Christian Church, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns from any and all injuries, damages, or outcomes that may arise from my own or others' passive or active negligence or misconduct.

Victorious Kingdom Living Christian Church, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from my participation in the Activity. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity.

I agree to indemnify and hold harmless Victorious Kingdom Living Christian Church against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Victorious Kingdom Living Christian Church incurs any of these types of expenses, I agree to reimburse Victorious Kingdom Living Christian Church.

I acknowledge that Victorious Kingdom Living Christian Church and their directors, officers, volunteers, representative and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event of activity on behalf of Victorious Kingdom Living Christian Church.

I agree that at designated times no other individual than the designated and registered child will be visible on the same camera during the Activity. I understand, acknowledge, consent to Victorious Kingdom Living Christian Church officials and Activity facilitators reserving the right to disconnect or block visibility of activities at any time without recourse.

I acknowledge that I have carefully read this “Waiver and Release” and fully understand that it is a release of liability. I expressly agree to release and discharge Victorious Kingdom Living Christian Church and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Victorious Kingdom Living Christian Church for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Victorious Kingdom Living Christian Church, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

I understand that Victorious Kingdom Living Church and its affiliates and employees may use my or the participants name, photograph, voice or likeness for any legal purpose or use associated with the Activity. I consent to and authorize, in advance, such use and waive any rights of privacy and/or publicity I may have in connection therewith.

This agreement was entered into at arm’s-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant and Victorious Kingdom Living Christian Church agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, the undersigned participant or parent or legal guardian of minor participant, affirm that I am of the age of 18 years or older, and that I am freely assenting to this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is acknowledgement of consent and release of liability and a contract that I am accepting and agreeing to of my own free will by signing or clicking I agree.