

Christian Educators Resource Center

Release of Liability and General Agreement

In consideration of being permitted to participate in the Christian Educators Resource Center "CERC" Co-op Classes, (list each family member, even those not attending Co-op Classes)

(Hereinafter referred to as "Family") agree to the following:

1. Release, waive, discharge, and covenant not to sue either the CERC, Christian Educators Resource Bookstore "CERB", their officers, their owners, employees, board members or other families participating in the Co-op Classes (hereinafter referred to as "Releasees") from all liability to Family for any loss or damage and any claim or damage on account of injury to the person or property or resulting in the death of a Family member while Family is participating in the CERC Co-op Classes or any other activities on the premises of the CERC and CERB.
2. Family agrees to indemnify Releasees from any loss, liability, damage or cost Releasees may incur due to the presence of Family in or on the CERB and CERC premises. Family releases transportation to and from the Co-op Classes or any time off the premises is the Family's responsibility.
3. Family assumes full responsibility for and risk of bodily injury, death or property damage while in or on the premises of CERC and CERB and/or while working or for any purpose participating in the activities of the Co-op Classes.
4. Family expressly agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. Family, in consideration of being permitted to participate in the Co-op Classes, for Family, and Family's heirs, executors, administrators, and assigns, releases and forever discharges all Releasees, and their heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting or to result from any accident which may occur as a result of participation in the CERC Co-op Classes or any activities in connection with the CERC.
6. Family states that Mother or Father of Family has carefully read the above release and knows the contents of the release and signs this release as Family's own free act.
7. Family releases all officials and professional personnel from any claim whatsoever on account of first aid, treatment or service rendered during participation in the CERC Co-op Classes.
8. The CERC operate under Biblical guidelines and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (Matthew 18:15-20, I Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically based mediation. The parties understand that these methods shall be the sole remedy for any for any controversy or claim arising out of this agreement or any dispute arising out of any activities or events associated with the CERC and expressly waive their right to file a lawsuit in any civil court against one another or against another family participating in the Co-op Classes for such disputes, except to enforce an arbitration decision.
9. This agreement shall be binding on each member of the Family, their personal representatives, assigns, heirs, and next of kin.
10. This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

Date: _____

Signature _____

Print Name _____