



Building Use Waiver and Release

I enter into this Building Use Waiver Release (Agreement) with New Horizon Christian Church for the privilege to use the facility located at 14038 East 350 North Road, Heyworth, IL 61745.

1. Waiver and release of all claims (including negligence)

In consideration for use of the facility, I waive and release New Horizon Christian Church, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. **This waiver and release is intended to and does release New Horizon Christian Church from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and New Horizon Christian Church's negligence, including but not limited to negligence in the construction, maintenance and upkeep of the facility and its equipment, negligence in training or negligence in supervision. This is not intended to release New Horizon Christian Church from any liability resulting from their intentional conduct.**

I further covenant and agree not to institute any claims or legal action against New Horizon Christian Church for any claim released by this Agreement. I further agree that should any claim be made against New Horizon Christian Church in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) New Horizon Christian Church for any such claim and expenses including attorney's fees and costs incurred by New Horizon Christian Church in defending themselves or security indemnity hereunder.

I recognize the facility is not supervised, and I use the facility (including premises and equipment) entirely at my own risk.

2. I understand that New Horizon Christian Church is not responsible for any lost or stolen valuables or property from within the facility.

3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users.

4. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of the facility. I agree that I will fully comply with all rules and regulations and with any amendments.

5. In consideration of being allowed to use the facility, I the undersigned, acknowledge, appreciate, and agree that: I am aware there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof. I, for myself and on behalf of my organization/event attendees, visitors, and participants, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS NEW HORIZON CHRISTIAN CHURCH, its staff, leadership, members, employees, volunteers, other attendees, and the owners and lessors of premises from any and all claims, demands, losses, and liability arising out of or related to any ILLNESS, INJURY, DISABILITY OR DEATH I may suffer, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.



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I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue New Horizon Christian Church for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by New Horizon Christian Church, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Name of Organization (if applicable) _____

Name (please print) _____

Signature _____

Date _____