



RELEASE OF LIABILITY AND WAIVER OF RIGHTS

BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SHEPHERD'S CHURCH ("TSC").

I desire to have volunteers from TSC clean, perform repairs to, and otherwise work on my Property (as defined below) as part of TSC's Acts 6 ministry (the "**Work**"). In consideration of the benefits I will receive from the Work, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this "**Release and Waiver**"). As used herein, "**Property**" means the real property located at my address listed below, together with any personal property located thereon.

I hereby irrevocably and unconditionally agree for myself, my personal representative, my heirs, next-of-kin, insurers, successors and assigns, as follows:

1. **PERMISSION; INDEMNITY.** I hereby give TSC and its volunteers permission to access the Property for the purpose of performing the Work. I further consent to TSC and its volunteers performing the Work and acknowledge that the Work will benefit me personally. If I do not own the Property, I certify that I have the owner's permission for TSC and its volunteers to access the Property and perform the Work. I will defend, indemnify, hold harmless and reimburse TSC from and for all damages, losses, costs, or expenses (including legal fees) incurred by TSC or paid by it to any person (including me or my insurers) in respect of any claim by any party, including, without limitation, any owner of the Property, alleging that the Work damaged the Property, is performed without permission, or otherwise is not authorized.

2. **ASSUMPTION OF RISK.** My choice for TSC to perform the Work is knowing and voluntary. I understand that the Work involves inherent risks of property loss or damage, personal and bodily injury, and economic losses. These may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, working on or about my residence or other property. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks.

3. **RELEASE FROM LIABILITY.** I fully and forever release and discharge TSC and its respective affiliates, directors, officers, employees, agents, and insurers, and all others involved in the Work from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, of or to me, my property, or any other person, directly or

indirectly arising out of or in connection with performance of the Work, even if it is due to the negligence, injudicious act, omission or other fault of TCS.

4. **COVENANT NOT TO SUE.** I will not initiate any claim, lawsuit, court action or other legal proceeding or demand against TCS, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties or my (or others') property in connection with performance of the Work, and I waive any right I may have to do so. This means that I cannot sue to hold TCS responsible for any injury, loss, or damage sustained by me, other parties or my (or others') property in connection with the Work, even if it is due to the negligence, injudicious act, omission or other fault of TCS. I waive my insurers' right to make a claim against TCS based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against TCS.

5. **INCOMPLETE WORK.** I acknowledge that TSC is a church and has limited volunteers and resources. I further acknowledge that TSC makes no guarantee that Work will be provided or completed. I further acknowledge that TSC in its sole discretion may determine not to undertake or complete all or any portion of the Work. I acknowledge and agree that this is not a contract to provide services.

6. **NO WARRANTIES.** I ACKNOWLEDGE AND AGREE THAT THE WORK IS PROVIDED AS IS, WHERE IS, AND THAT TCS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE WORK.

7. **PUBLICITY.** I hereby grant TSC, without limitation, the right to use my name and likeness in connection with the Work for any publicity without further compensation or permission.

This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, heirs, next of kin, insurers, successors and assigns without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by Applicable Law. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever. This document supersedes any previous or contemporaneous discussions or agreements between TSC and me in respect of these matters.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable state laws, ordinances, statutes, rules and regulations (collectively, “**Applicable Law**”), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and Waiver shall be construed and interpreted as broadly as possible under the Applicable Law of the State of North Carolina.

PERSONAL INFORMATION

Please fill in the information below.

Legal Name:

Email Address:

Property Address:

Phone: (____) _____

☐ I certify that I am the owner of the real property listed under “Property Address” above.

☐ I certify that I lease the real property listed under “Property Address” above and that I have rights under such lease to consent to the performance of the Work.

I HAVE READ THIS RELEASE AND WAIVER (INCLUDING THE COVENANTS AND AGREEMENTS), FULLY UNDERSTAND ALL THE TERMS, UNDERSTAND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, AND HAVE SIGNED THIS RELEASE (INCLUDING THE COVENANTS AND AGREEMENTS ON THE REVERSE SIDE) FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE OF ANY NATURE BEING MADE TO ME.

Signature:

Date:
