



SARNIA EVANGELICAL MISSIONARY CHURCH

"To partner with God in developing genuine, fully devoted followers of Jesus Christ."

Waiver of Liability, Assumption of Risk and Indemnification Agreement for Use of Sarnia Evangelical Missionary Church Facilities

1. I, the undersigned person as an authorized agent/representative of

_____ (Print Organization Name)

(hereinafter referred to as "The Organization" and to include employees, agents, representatives, invitees and on behalf of the respective heirs, personal representatives and assigns), in consideration of being permitted to access and use of the Sarnia Evangelical Missionary Church (SEMC) facilities (hereinafter "SEMC Facility"), do hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the SEMC, and its Governing Board, officers, employees, agents, and representatives, from any and all liability for any and all damages, losses or injuries to persons or property, which arise out of, occur during or result from The Organization's use of the SEMC Facility.

2. The Organization agrees to maintain liability insurance coverage, adequate for its purposes and sufficient to hold the SEMC immune from all legal action that might result from the conduct of The Organization within the SEMC Facility.

_____ (Liability Insurance Company)

_____ (Policy Number)

3. In addition, The Organization agrees to provide a Insurance Certificate from the Ontario Workplace Safety Insurance Board on behalf of all employees.

4. The Organization agrees to INDEMNIFY AND HOLD HARMLESS the SEMC, its Governing Board, officers, employees, agents, and representatives from any and all claims, actions, costs, expenses, damages and liabilities, including attorney's fees, that may be incurred as a result of its use of the SEMC Facility and/or participation in SEMC Facility activities and programs.

7. The Organization understands that this Agreement is intended to be as broad and inclusive as is permitted by the law of the Province of Ontario, and that if any portion hereof is held invalid, it is agreed that the remaining terms shall continue in full legal force and effect.

8. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to the Province of Ontario or Government of Canada.

9. The Organization agrees to follow the Guideline and General Rules of Conduct for the SEMC Facility, as set forth from time to time, by the SEMC, recognizing that the SEMC Facility is a place of Christian worship.

10. **HAVING READ AND UNDERSTOOD THIS AGREEMENT, THE ORGANIZATION IS AWARE THAT BY SIGNING THIS AGREEMENT IT WAIVES CERTAIN LEGAL RIGHTS AND TAKES ONTO ITSELF ALL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES OR INJURIES TO PERSON OR PROPERTY WHICH ARISE OUT OF OR OCCUR DURING OR RESULT FROM ITS USE OF THE SEMC FACILITY.**

_____ Authorized Agent/Representative of The Organization

_____ Date

_____ SEMC Representative

_____ Date

SEMC Church Family Member