

Waiver of Liability and Hold Harmless Agreement

I understand that the Church of Christ at East Side -Austin (East Side) is the owner of the Family Life Center/gymnasium (FLC) and exercise equipment located at 5701 East Martin Luther King Jr. Blvd, Austin, Texas 78721. East Side agrees to allow me use of the FLC and the equipment located therein in exchange for my agreement to the following terms and conditions:

1. To the best of my knowledge, I am physically and/or mentally capable of entering into this agreement and liability waiver.
2. I have received (or have voluntarily and knowingly elected not to receive) independent legal advice with respect to the advisability of entering into this waiver of liability. I acknowledge that I am not entitled to rely upon, nor have I in fact relied upon, the legal or other advice of East Side, its leadership, agents, officers, employees, administrators, successors or assigns.
3. I acknowledge that I don't have any physical limitations, medical ailments, or physical or mental disabilities that would limit or prevent my participation in the activities in the FLC. If required, I will obtain a medical examination and clearance.
4. I represent and warrant that my use of the FLC is for my personal use and enjoyment. I will not allow other people access to the FLC without the express written consent of East Side.
5. I agree to use the FLC and the equipment therein in a safe and reasonable manner.
6. I agree to be bound by the policies and procedures of East Side as they exist now and as they may from time to time be amended. East Side, at its sole discretion, may deny me access to and use of the FLC at any time and for any reason.
7. I understand that the use of the FLC and its equipment therein are at my own personal risk. East Side shall not be liable for any injuries or damage to property loss arising from or due to any negligent act or

omission of East Side, its leadership, agents, officers, employees, administrators, successors or assigns.

8. I, for myself, and on behalf of my family, heirs, executors, administrators, assigns, and successors, do hereby expressly forever release and discharge East Side, its leadership, agents, officers, employees, administrators, successors and assigns from all claims, demands, damages, actions, or causes of action relating to or resulting from any injuries or property damage that occurred as a result of my use of the FLC.
9. In the event of a medical emergency, I give permission for any medical treatment, operation or anesthesia which might become necessary. I agree to be responsible for the expense of any and all medical treatment or service including but not limited to transportation costs.

By my signature I/We indicate that I/We have read and understand this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms.

This Waiver of Liability is valid from **January 1, 2026 through December 31, 2026** unless revoked in writing and received (with receipt acknowledged in writing) by East Side's leadership, agents, officers, employees, administrators, successors or assigns.

Participant's Name (Please Print): _____

Participant's Signature: _____ Date: _____

(Parent's signature if participant is under 18 years of age)

I represent that I have legal capacity and authority to act on behalf of the minor named herein.

Parent/Guardian Signature: _____ Date: _____