



ASBURY UNITED METHODIST CHURCH
"LOVE GOD AND GROW; LOVE NEIGHBOR AND SERVE"

CHURCH USAGE AND WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, the undersigned, authorized representative(s) of _____ (Name of Group/Organization) of the city of _____, state of _____ shall be using the building and grounds of Asbury United Methodist Church (hereinafter "Asbury UMC") from _____, 20__ to _____, 20__, for the purpose of _____ herein referred to as "the activity".

1. I, the undersigned, represent that I am over the age of minority and have full authority to enter into this Church Usage And Waiver Of Liability And Hold Harmless Agreement (hereinafter "Agreement").

2. I, the undersigned, represent that I will inform all members/participants of the group/organization on whose behalf I am using Asbury UMC for the activity, of the terms and conditions of this Agreement, and that any person that enters the premises of Asbury UMC and/or participates in the activity at Asbury UMC thereby agrees to the terms and conditions of this Agreement.

3. For consideration given and received in connection with the use of Asbury UMC for the activity, I hereby release, waive, discharge and covenant not to sue Asbury UMC, its trustees, representatives, employees, servants, officers, or agents (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or members of my group/organization and guests, invited or not, or to any property belonging to me or my group/organization, whether caused by the negligence of the releasees, or otherwise, while participating in the activity, or while in, on or upon the premises where the activity is being conducted, or in any place or places connected with the activity.

4. As part of the consideration for being allowed to use Asbury UMC, its building and grounds, as well as all appliances and fixtures in the activity, I hereby assume all risk in connection with participation in the activity. I am fully aware of risks and hazards connected with being on the premises of Asbury UMC and participating in the activity, and fully aware that there may be risks and hazards unknown to me connected with being on the premises of Asbury UMC and participating in the activity, and I hereby elect to voluntarily participate in the activity, to enter upon the premises of Asbury UMC and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my person, property, and the persons and property of my organization. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me and/or my organization, or any loss or damage to property owned by me and/or my organization, as a result of using Asbury UMC for the activity or being on the premises of Asbury UMC for the activity, whether caused by the negligence of releasees or otherwise.

5. I further hereby agree to indemnify and save and hold harmless the releasees, separately and severally, from any loss, liability, damage or costs they may incur due to me and my organization's use of



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Asbury UMC for the activity or being on the premises of Asbury UMC for the activity, whether caused by the negligence of any or all of the releasees, or otherwise.

6. I further agree to save and hold harmless Asbury UMC and the releasees from any claim by the undersigned, the undersigned’s employer/group/organization, estates, heirs, or assigns arising out of use of Asbury UMC and/or participation in any form or fashion in the activity. It is my express intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

7. I also authorize Asbury UMC, its employees, or agents to render or obtain such emergency medical care or treatment as may be necessary should any injury, harm, or accident occur while participating in the activity.

In signing this release, I acknowledge and represent that:

- A. I am authorized to sign this Agreement;
- B. I have read the foregoing Agreement, understand it, and sign it voluntarily as my own free act and deed;
- C. I understand the terms of this Agreement are contractual and not mere recitals;
- D. No oral representation, statements or inducements, apart from the foregoing written Agreement, have been made;
- E. I further state and acknowledge that I am fully informed of the content of this Agreement, have read it before signing it, and have had the opportunity to have it reviewed by others, including legal counsel of my choosing;
- F. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this ____ day of _____, 20____

Signature: _____

Name Printed: _____

Date: _____

Name of Group/Organization
using Asbury UMC: _____



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Addendum - Activities Involving Children and Youth

The General Conference of The United Methodist Church, in April 2000, adopted a resolution aimed at eliminating any potential for child sexual abuse in the church. The purpose for establishing a Child Abuse Prevention Policy, currently entitled “safe Sanctuary,” is to demonstrate our total and unwavering commitment to the physical, emotional and spiritual safety of all the children and youth God has entrusted to our care. This policy extends to all activities conducted on the church property or which, in any way, have an association, either formal or inferred, with Asbury United Methodist Church.

If the activity or activities being conducted will involve children and/or youth (persons under the age of 18 or persons who have not completed the 12th grade), the activity must comply with the following requirements:

- There shall be a minimum of two (2) adults per room in any room containing children and/or youth.
- These two adults must not be from the same immediate family.
- Any one-to-one mentoring or consulting shall be conducted in sight of another adult.
- Adult is defined as a person over the age of 21.
- Adults involved in the activity must have been screened by either the organization conducting the activity or through Asbury United Methodist Church’s normal screening process. The minimum level of screening shall include the conduct and analysis of National Criminal File check, a sex offender files search and a county level file search.

Organizations requesting use of the Asbury United Methodist Church grounds and/or facilities may either certify that the above requirements have or will be met. If an organization can not certify that compliant screening has been accomplished for at least 2 adults per room, that organization may request that Asbury United Methodist Church accomplish this screening for a fee of \$25.00 per person. Each person to be screened by Asbury United Methodist Church must complete a CRIMINAL HISTORY INFORMATION RELEASE FORM, which may be obtained from the church website at <http://www.asburyonline.org>

CERTIFICATION OF COMPLIANCE WITH CHILD ABUSE PREVENTION POLICY

I/We the undersigned authorized representative(s) of _____ (Name of

Organization) of the city of _____, state of _____ do hereby certify that our organization understands and will comply with the two-adult provisions of the Child Abuse Prevention Policy of Asbury United Methodist Church. I/We further certify that two adults per room have been screened in a manner compliant with the policy.

I/We have executed this certification on the _____ day of _____, 20_____ . _____

Signature: _____

Signature: _____

I/We request screening for the individual persons indicated on the attached form(s)

Signature: _____

Signature: _____