

Waiver of Liability

Enon Fitness & Health Events

We greatly appreciate your commitment to fitness/health events participation with Enon Tabernacle Baptist Church. By signing this waiver, you release Enon Tabernacle Baptist Church of all liability while Volunteer/Participant with Enon Tabernacle Baptist Church in any capacity.

This Waiver of Liability (the “Waiver”) acknowledged on this date (registration date) by (the “Volunteer/Participant”) is in favor of Enon Tabernacle Baptist Church, its officers, its directors, employees, agencies, affiliates, and all sponsoring organizations (collectively “Enon”).

By executing this Waiver, the Volunteer/Participant acknowledges that they have chosen to work as a Volunteer/Participant for Enon and to engage in the various Volunteer/Participant activities that may be asked of them, including but not limited to food handling, physical labor, working in Enon offices, working outdoors in varying weather conditions, and participating in special events such as Tough Mudder or fitness classes (collectively referred to herein as “the Activities”).

Release: The Volunteer/Participant hereby releases and holds harmless Enon from all liabilities, claims, and/or demands that may arise from the Activities. The Volunteer/Participant also releases Enon from any expense, personal injury, property loss, or damage incurred during their participation in the Activities, whether caused by the negligence of Enon or otherwise. The Volunteer/Participant also understands that Enon does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness.

Assumption of Risk: The Volunteer/Participant understands that the Activities include work that may be hazardous to the Volunteer/Participant, including, but not limited to, working in a refrigerated or outdoor environment, lifting and moving boxes of food, working in church areas and various other tasks. The Volunteer/Participant agrees to perform only those activities that the Volunteer/Participant can perform. If Enon requests the Volunteer/Participant to perform an Activity that they are not capable of performing, the Volunteer/Participant must alert an Enon staff member to the Volunteer/Participant’s limitation.

Insurance: The Volunteer/Participant understands that, except as otherwise agreed to by Enon in writing, Enon does not carry or maintain health, medical, or disability insurance for any Volunteer/Participant. Each Volunteer/Participant is expected and encouraged to obtain their own medical or health insurance coverage.

Medical Treatment. The Volunteer/Participant consents and authorizes Enon to obtain medical treatment on their behalf if the Volunteer/Participant is injured or requires medical attention during their participation in the Activities. The Volunteer/Participant understands and agrees that they are solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. By executing this Waiver, the Volunteer/Participant hereby releases, discharges, and holds harmless Enon from any claim whatsoever in connection with such treatment or other medical services.

Indemnification. The Volunteer/Participant agrees to indemnify, defend, and hold harmless Enon from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of the Volunteer/Participant's negligence, recklessness, or willful misconduct in connection with the Volunteer/Participant's participation in the Activities, arising out of any third-party claim.

Photographic Release. The Volunteer/Participant understands and agrees that during their participation in the Activities, the Volunteer/Participant may be photographed and/or videotaped by Enon for internal and/or promotional use. By executing this Waiver, the Volunteer/Participant hereby grants and conveys to Enon all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in all such photographs or recordings. The Volunteer/Participant also consents to Enon's use of their name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission from the Volunteer/Participant.

Volunteer/Participant Status: The Volunteer/Participant understands that they will receive no compensation or remuneration in relation to their participation in the Activities and that the Volunteer/Participant will not be eligible for any employee benefits that Enon may offer to its employees. By executing this Waiver, the Volunteer/Participant acknowledges that they are not an employee of Enon.

Right to Contract: By executing this Waiver, the Volunteer/Participant hereby represents that they are 18 years of age or older and/or that they have the right and the capacity to contract in their own name without violating any other commitment.

The Volunteer/Participant states further that they have read, or have had read to them, and understand this Waiver and that they understand this Waiver. Volunteer/Participant expressly agrees that this Waiver is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania. Volunteer/Participant agrees that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable.