

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT
(MINOR – UNDER 19 YEARS OF AGE)**

In consideration of my minor child or ward being allowed to participate in any way in any related events and activities of the Briarwood Nursery, a ministry of Briarwood Presbyterian Church, an Alabama nonprofit corporation (“Briarwood”), I, the undersigned parent or legal guardian, acknowledge, and agree that:

I certify that I am nineteen (19) years of age or older, and am the parent or legal guardian for the minor child or ward named below and have legal responsibility for him or her. By my minor child or ward participating in Briarwood related events and activities, along with other participants, there are certain risks to my child or ward arising from or related to possible exposure to communicable diseases including, but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2),” which is responsible for the “Coronavirus” causing the infectious disease known as “COVID-19” and/or any mutation or variation thereof (collectively referred to as “Communicable Diseases”). I am aware of the uncertainty and seriousness of these communicable diseases and the uncertain efforts by government and health care experts to provide guidelines to reduce or avoid infection. I am fully aware there are known and unknown hazards, up to and including death, associated with such Communicable Diseases. I knowingly and voluntarily assume full responsibility for any and all risks of personal injury, death, or other loss that my child or ward may sustain in connection with such Communicable Diseases.

I, for myself and for my minor child or ward, and on behalf of my and our heirs, next-of-kin, assigns, beneficiaries, executors, administrators, and personal representatives (the “Releasing Parties), **HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE BRIARWOOD** and its officers, officials, agents, representatives, employees, and other participants (the “Released Parties”), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any **ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES** incurred due to or in connection with any Communicable Diseases, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**, to the fullest extent permitted by law. I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Alabama, and if any part hereof is held invalid, I agree the remainder shall continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, ON MY BEHALF AND ON BEHALF OF MY MINOR CHILD OR WARD, AND THE RELEASING PARTIES, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND I AM FREE TO SEEK INDEPENDENT LEGAL COUNSEL PRIOR TO SIGNING.

X _____
Parent or Guardian _____ Date
Print Name: _____

Print Name of Child or Ward: _____
Age of Child _____

X _____
Witness
Print Name: _____