



# Plano Area Texas Homeschoolers (PATH)

## Release and Covenant Not to Sue

Family Name: \_\_\_\_\_

State of Texas

(County of Collin)

This unconditional release and covenant not to sue, (hereinafter the 'Release') is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Prairie Creek Baptist Church, Plano, TX, (hereinafter the "Church") and the parents and/or legal guardians of \_\_\_\_\_ (hereinafter "Student") on behalf and in the stead of the Student as follows:

WHEREAS, the Church is providing physical space to an education organization known as Plano Area Texas Homeschoolers (hereinafter the "Co-op"); and

WHEREAS, the Church is donating such space, for a nominal contribution by the Co-op; and

WHEREAS, the Student is enrolled to attend classes at the Church, which are organized, staffed, managed and run by the Co-op; and

WHEREAS, \_\_\_\_\_ (and) \_\_\_\_\_ are the Parent(s)/Legal Guardian(s) of the Student. (hereinafter the "Parent(s)") and have full authority to enter into this Release, and desire, for the purposes and considerations contained herein to enter into this Release, and

WHEREAS, the Church is not willing to provide said space, without assurances that it will not be subject to allegations, claims, or suits seeking damages for any action, or inaction by the Church, its agents, employees, officers, directors, invitees or licensees; and

WHEREAS, but for the Church providing the space for the Co-op to conduct classes, the classes either would not be provided, or the cost of the classes for the Student would be substantially increased and cost prohibitive to the families;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the foregoing contractual recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Student, by and through the Parent(s), and the Parent(s), hereby releases, absolves, and discharges the Church, and the Co-op, together with all of their employees, volunteers, agents, attorneys, officers, directors, managers, elders, deacons, and/or servants (hereinafter the "Released Parties") from any and all claims for damages, whether arising in tort, contract, at common law, based upon a statutory provision, or otherwise, including, but not limited to, any claim for ordinary negligence or gross negligence of the Released Parties. The Student, by and through the Parent(s), and the Parent(s), further covenants not to sue the Released Parties, for any claims arising from, or connected to the actions of the Co-op and/or the Church in connection with the Students attendance or the Parent(s) presence at the physical plant of the Church. for any and all purposes provided by the Co-op. The Parent(s) further agree to defend, indemnify, and forever hold harmless the Co-op and the Church, from any and all claims that may be brought by the Student, whether arising in contract, tort or otherwise, arising from the Student's attendance at any function, class or activity conducted by the Co-op at the Church, whether brought before or after the Student reaches the age of majority, including but not limited to, actions brought against the Church and/or the Co-op for the negligence or gross negligence of the Released Parties.

Signature

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