

CYPRESS BIBLE CHURCH
LIMITED RELEASE AND ARBITRATION AGREEMENT

WHEREAS, Cypress Bible Church, a not for profit Corporation, is engaged in various and numerous ministries designed to accomplish its corporate purpose to spread the Gospel of Jesus Christ throughout the world and in that connection to perform acts and endeavors indicating "Christ Likeness" and

WHEREAS, the Board of Elders of Cypress Bible Church has previously approved a ministry to be performed by person/volunteers both within and without the membership of Cypress Bible Church, and

WHEREAS, this ministry/activity is named **KIDS LIFE PRETEEN CAMP-OVER THE EDGE.**

WHEREAS, each person/volunteer understands that there is a risk that personal injury (including death) or property damage could occur while ministry functions are being performed and also understands that Cypress Bible Church wishes to appropriately balance its obligation to provide fair compensation for harm caused by its own fault against its obligation to preserve the assets of the Church and to avoid litigation with any of its members.

NOW, THEREFORE, and in consideration of the foregoing, I hereby agree on behalf of myself, my spouse, children, heirs and representatives of my estate to be governed by the following rules in asserting any claim against CBC, its pastors, employees or members which arises from ministry/activity named above:

- 1. I will not assert any claim against Cypress Bible Church unless I believe the personal injury, death or property damage was caused by the negligence of Cypress Bible Church through the actions of its pastors or employees.**
- 2. Before filing any lawsuit or initiating any arbitration proceeding, I agree to submit the claim to mediation through American Arbitration Association or any other alternative dispute resolution organization agreed to by Cypress Bible Church. I agree that I will be responsible for paying 20% of the mediator's fee or \$200.00 whichever is less. I understand that Cypress Bible Church will pay the remainder of the fee.**
- 3. If the claim is not resolved at mediation, I will not file a lawsuit but instead submit the claim to binding arbitration with the American Arbitration Association. The arbitration fee will be split evenly between me and Cypress Bible Church, and I will be responsible for paying any counsel that I retain.**
- 4. I agree that I will not seek or attempt to collect a judgment from Cypress Bible Church or any of its pastors, volunteers or employees for any amount which exceeds the amount of liability insurance coverage available to Cypress Bible Church at the time the claim is resolved. I also agree that I will not seek exemplary or punitive damages from Cypress Bible Church, or any of its pastors, volunteers or employees.**
- 5. I agree that I will not allege in any claim that the conduct of Cypress Bible Church or its pastors, volunteers or employees was intentional, willfully negligent or done with conscious indifference or reckless disregard for the safety of others, and I expressly release all claims based on any such allegations.**
- 6. I further give permission and consent to Cypress Bible Church for any photographs, videotapes and interviews taken during this ministry/activity to be published and used to illustrate, report, promote and advertise the event including on Internet Websites. I agree that they may be used separately or together, either wholly or in part, in any way and in any medium. Provided my name is not mentioned in connection with any other statement or wording which may be attributed to me personally, I undertake not to prosecute or to institute proceedings, claims or demands against Cypress Bible Church or any of their employees related to any actions of Cypress Bible Church.**

Adult Printed Name: _____

Notary Seal

Adult Signature: _____

Minor name (if applicable): _____

Address: _____

City, State, Zip: _____

Phone number: _____

State of Texas, County of _____.
Sworn to and subscribed before me
this ____ day of _____, 20____.
_____/____/____
Notary Public for Texas Commission Expires