

# WhitNotes™

Dr. Whit's Notes

[www.cba1.org](http://www.cba1.org) / [dr.whitaker@cba1.org](mailto:dr.whitaker@cba1.org) / (804) 617-7855

*“So that Servant Leaders may utilize the resources I am blessed to have today rather than starting with what I began my ministry in 1995.”*

*Dr. William H. Whitaker, II*

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Thank you and Lord bless you.

Arrive. Enjoy. Leave the Rest to Us!

Dr. William H. Whitaker, II  
Founder, Director, and Ministry Trainer  
CBA1: The Church Business Administration Network

# Your Church

## Waiver of Liability and Hold Harmless Agreement

I, the undersigned, am the authorized representative(s) of \_\_\_\_\_ (hereinafter called "The Organization") of the city of \_\_\_\_\_ in the state of \_\_\_\_\_ shall be using the building and grounds of Your Church, Your Area, Church State (hereinafter "YC) for the purpose of \_\_\_\_\_ herein referred to as "The Activity".

- 1) The date of The Activity is scheduled (please check one)...  
\_\_\_\_ From (starting date) \_\_\_\_\_, 20\_\_ to (ending date) \_\_\_\_\_, 20\_\_.  
\_\_\_\_ As a reoccurring/standing building usage reservation beginning \_\_\_\_\_, 20\_\_ and shall continue until which time that either YC or The Organization provides in writing a Notice of Cancellation to the other party. Cancellation Notices must be submitted 30 days prior to the effective date of cancellation.
- 2) The time of The Activity; Beginning at \_\_\_\_\_ am/pm until \_\_\_\_\_ am/pm.
- 3) In consideration for receiving permission to use YC's facilities, I and The Organization I represent hereby release, waive, and discharge YC from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, and we covenant not to sue YC, its officers, agents, servants, members, volunteers, guests, or employees (hereinafter referred to as releasees) for any damage or harm sustained by any group member, or any of the property belonging to us, whether caused by negligence of the releasees, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
- 4) I agree to indemnify and hold harmless the releasees from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my group's use of YC's facilities, whether caused by negligence of releases or otherwise.
- 5) As part of the consideration for being allowed to use YC, 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 YC and participating in the activity. I am also fully aware that there may be risks and hazards unknown to me connected with being on the premises of YC and participating in the activity, and I hereby elect to voluntarily participate in the activity, to enter upon the premises of YC 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, The Organization, persons attending and/or participating in The Activity of The Organization, or any loss or damage to property owned by me and/or The Organization, as a result of using YC for the activity or being on the premises of YC for the activity, whether caused by the negligence of releasees or otherwise.

The Organization's Representative Initials: \_\_\_\_\_

**YC Waiver of Liability  
& Hold Harmless Agreement (cont'd.)**

- 6) I understand that YC does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my group's insurance portfolio. Additionally, I agree to list Your Church as an insured rider on my group's insurance policy. I also agree that I or a representative of my group will provide the YC Church Administrator with a printed copy of my group's insurance policy as verification that YC is insured on your group's policy for the event(s) being held on the premises of YC.
- 7) If The Activity is a personal (non-group sponsored) event, I agree to secure short-term, Special Event Liability insurance for my event's time and date. I further agree to provide the YC Church Administrator with my special event's insurance Certificate of Liability coverage not less than five (5) working days prior to the scheduled date of The Activity. Short term, Special Event Liability Coverage can be purchased on-line at [www.theeventhelper.com](http://www.theeventhelper.com) or [www.nationwide.com/general-liability-special-events-hb.jsp](http://www.nationwide.com/general-liability-special-events-hb.jsp).
- 8) It is my express intent that this Waiver of Liability and Hold Harmless 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 YC and the above named releasees both separately and severally.
- 9) I agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the state of Church State. I and The Organization further agree that The Organization agrees that its use of YC's property as contemplated in this Agreement will be in compliance with all applicable City ordinances, State and Federal laws and regulations. Should it become necessary for YC or someone on its behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof, or to present a defense to claims arising from the situations identified above, the undersigned agrees to pay YC in full for all costs and attorney fees hereby expended or for which liability is incurred.
- 10) 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 1-on-1 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 an organization providing a minimum level of screening to include the conduct and analysis of National Criminal File check, a sex offender files search and a City of Richmond level file search.

3 The Organization's Representative Initials: \_\_\_\_\_

## YC Waiver & Hold Harmless (cont'd.)

- Maintain an adult to child ratio of...

<u>Age of Children</u>	<u>Adult/Child Ratio</u>	<u>Maximum Group Size</u>
Under 6 weeks	1:3	6 infants
6 weeks to 18 months	1:4	8 infants
18 months to 36 months	1:5	12 children
3 years	1:7	18 children
4 years	1:8	21 children
5 years	1:9	24 children
6 years through 9 years	1:10	20 children

\*Adult/Child ratio chart received from the *Child Development Council* website at <http://www.childdevelopmentcouncil.org/faqs/view/8>.

- Maintain an adult to youth ratio of...

<u>Age of Youth</u>	<u>Adult/Youth Ratio</u>
9 to 14 years of age	1:8
15-18 years of age	1:10

\*Adult/Youth ratio chart received from the 4-H Congress information on the Virginia Cooperative Extension of Virginia Tech and Virginia State Universities at <http://www.4-h.ext.vt.edu/programs/congress/congressfaq.html>.

The maximum group size for activities with youth ages 9 – 18 is 40 youth. Beyond 40 youth participants, The Activity representatives signed in this agreement must add one adult for every 5 additional youth above a total number of 40.

- 11) Should a medical emergency arise, I authorize YC, its employees, designees, 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.
- 12) I, the undersigned, represent that I will inform all members/participants of The Organization of the terms and conditions of this Agreement, and that any person that enters the premises of YC and/or participates in the activity at YC thereby agrees to the terms and conditions of this Agreement.
- 13) In signing this release, I acknowledge and represent that...
  - I have read the foregoing Waiver of Liability and Hold Harmless Agreement
  - I understand and agree to abide by its content
  - I sign it voluntarily as my own free act and deed
  - No oral representations, statements, or inducements apart from the foregoing written agreement have been made
  - I am at least eighteen (18) years of age and fully competent
  - I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

4 The Organization's Representative Initials: \_\_\_\_\_

# Your Church

## Waiver of Liability and Hold Harmless Agreement Signature Page

Name of The Organization \_\_\_\_\_

Name of The Activity \_\_\_\_\_

Date of The Activity \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Today's Date: \_\_\_\_\_

YC Authorized Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Position of Authorized Signer: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*\*\*

### Notary Public Block

Date: \_\_\_\_\_ By: \_\_\_\_\_, \_\_\_\_\_  
(Person) (Title)

State of Church State  
City/County of \_\_\_\_\_

The foregoing document was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is \_\_\_\_\_ of **[Full Name of Public Entity]** on behalf of **[the Authority]**.

Notary Seal: \_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Registration No.  
My commission expires: \_\_\_\_\_