WHEREAS, Baby Grace Ministry provides free clothing, blankets, books, toys, baby items, including but not limited to bouncy seats, walkers, high chairs and potty seats in ministry for Jesus Christ and as a Community Service, a program under which Baby Grace team members and volunteers provide certain types of services, such as Beauty Day, Open Houses, Camp Scholarships, Parenting Workshops, Bible Studies at no charge to and for the benefit of young mothers and their progeny enrolled in this not-for-profit organization, and which Recipients drive themselves to and from these opportunities, and while at these events participate willingly in the activities; and WHEREAS, in consideration of the willingness of Baby Grace and its volunteers to provide such services at no charge, the Recipient is willing to execute this Waiver, Release and Hold Harmless Agreement; NOW THEREFORE, Recipient, on behalf of itself and its heirs, assigns and all other persons or entities claiming by, under or through Recipient, represents, covenants and agrees as follows:

1. Recipient acknowledges that in the course of providing services under the Baby Grace Ministry, team members, volunteers, students, employees, officers, agents or representatives might cause injuries, reactions, death, property damage or other harm to Recipient or to third parties. Recipients are responsible for checking for recalls and ensuring the safety of the product for use by their child, and that they will not hold Baby Grace liable for any problems that occur as a result of items received from our distribution center. Recipient accepts and voluntarily incurs all risks of any such injuries, damages, or harm which arise during or result from any activities of or services provided by Baby Grace or its team members, students, employees, officers, agents or representatives, except only to the extent caused by gross negligence or other fault of Baby Grace.

2. Recipient waives, releases and forever discharges all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from any activity of or services provided by any of the Released Parties under or in connection with the Baby Grace Ministry, including but not limited to any such injury, damage, loss, or claim arising from any services or any other services provided as part of the Baby Grace Ministry, except only to the extent caused by the gross negligence or other fault of any of the Released Parties.

3. Recipient agrees to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that (i) Recipient, (ii) anyone claiming by, under or through Recipient, or (iii) any third party, may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from the participation by, or services supplied by, at any time, any of the Released Parties in the Baby Grace Ministry, except only to the extent caused by the gross negligence or other fault of any of the Released Parties.

4. Recipient acknowledges having carefully read and reviewed this Waiver, Release And Hold Harmless Agreement, and Recipient represents that it fully understands and voluntarily executes the same.

EXECUTED on ______________________ (Today’s date - month, day, year)

__________________________________________  ______________________________________
SIGNATURE OF RECIPIENT                      PRINTED NAME OF RECIPIENT