

WAIVER AND RELEASE FROM LIABILITY

As inducement to be permitted to participate in the following activity (the "Activity"): Birmingham Islamic Society -Muslim Youth Group Annual Ski Trip to Gatlinburg, TN

I, the undersigned, on behalf of myself, or as the case may be, on behalf of my child(ren) as listed hereinbelow (whether one or more, my "Child") HEREBY WAIVE AND RELEASE, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE Birmingham Islamic Society, an Alabama nonprofit association d/b/a Hoover Crescent Islamic Center ("BIS"), and its agents, employees, officers, directors, affiliates, and successors and assigns of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or my Child ever had or may have, arising from, or in any way related to, my or my Child's participation in the Activity.

I and my Child understand that the Activity can be inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my Child, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property or my Child or his/her property, that I or my Child may have against the aforementioned released party to such activity, including claims in tort, contract, equity or otherwise.

I and my Child acknowledge, agree, and represent that I understand the nature of the Activity and that I am, and my Child is, qualified, in good health, and in proper physical condition to be involved in the Activity. By this Waiver, I and my Child assume any risk, and take full responsibility and waive any claims of personal injury; death or damage to personal property associated with the aforesaid. Further, I and my Child hereby indemnify BIS against any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that may be incurred by BIS arising from, or in any way related to, the Activity.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the completion of the Activity and termination of the activities conducted by, on the premises of, or for the benefit of BIS, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I and my Child have given up considerable present and future legal rights, and have agreed to do so in consideration of my being permitted to participate in the Activity. I have signed this WAIVER AND RELEASE freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 year of age or older and mentally competent to enter into this waiver. I am the parent or legal guardian of my Child.

Name(s) of Child(ren): _____

Date

Printed Name

Signature