



Full and Final Release of Liability and Permission To Use Likeness

The signatory below (hereafter, at times, referred to as “Participant” or “I” or “participant”) has asked to be a student and participate in Womenary’s® theological studies for women and any and all activities, classes, attendance, seminars, and lessons associated therewith (at times, “activities”).

By signing this agreement, Participant hereby acknowledges that he or she knowingly, voluntarily, and willingly executed this full and final Release of Liability, and Participant understands that by executing this agreement, Participant is fully waiving and fully releasing legal rights.

Participant further acknowledges and understands that **absolutely no warranty, either express or implied**, is made by Womenary® or its owners, staff, directors, related entities, partners, videographers, web-developers, professors, instructors, material-providers, building-owners/churches where meetings take place, photographers, members, agents, attorneys, employees, successors and assigns – all collectively referred to herein as “Womenary”, including but not limited to the releases provided to all herein, collectively).

For one dollar and other valuable consideration, the receipt and sufficiency of which Participant acknowledges, Participant grants to Womenary the absolute and irrevocable right and unrestricted permission to use Participant’s name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of Womenary. Participant understands and consents to the recording, as well. Participant agrees that Womenary has complete ownership of such material and can use said material for any purpose consistent with Womenary’s mission. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. Other than the consideration above, Participant acknowledges that Participant will not receive any further compensation for the use of such images, video, likeness, etc.

PARTICIPANT HEREBY FULLY AND FINALLY RELEASES AND DISCHARGES AND AGREES TO PROTECT, INDEMNIFY, AND HOLD HARMLESS WOMENARY FROM ANY AND ALL CLAIMS AND DEMANDS ARISING OUT OF OR IN CONNECTION WITH THE USE OF PARTICIPANT’S NAME, LIKENESS, IMAGE, VOICE AND/OR APPEARANCE, INCLUDING ANY AND ALL CLAIMS FOR INVASION OF PRIVACY, RIGHT OF PUBLICITY, MISAPPROPRIATION OR MISUSE OF IMAGE, AND/OR DEFAMATION. PARTICIPANT ALSO HEREBY FULLY AND FINALLY RELEASES AND AGREES TO PROTECT, INDEMNIFY AND HOLD HARMLESS WOMENARY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LEGAL, EQUITABLE, OR OTHERWISE, AND DAMAGES, INCLUDING ATTORNEYS’ FEES, RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM THE PARTICIPANT’S INVOLVEMENT AND/OR PARTICIPATION IN ANY OF THE ACTIVITIES, WHETHER OR NOT CAUSED BY WOMENARY, INCLUDING BUT NOT LIMITED TO WOMENARY’S OR PARTICIPANT’S NEGLIGENCE, GROSS NEGLIGENCE, AND/OR INTENTIONAL ACT OR OMISSION (OR ANY OTHER ALLEGED CULPABILITY). THE RELEASE HEREIN APPLIES AT ALL TIMES. PARTICIPANT DOES HEREBY FURTHER COVENANT AND AGREE THAT PARTICIPANT, HIS OR HER HEIRS, ESTATES, NEXT OF KIN, SUCCESSORS AND ASSIGNS WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST WOMENARY,

INCLUDING BUT NOT LIMITED FOR CONDITIONS OF THE PROPERTY OR ACTIVITIES OCCURRING THEREON, INCLUDING CLAIM(S) FOR NEGLIGENCE, GROSS NEGLIGENCE, AND/OR INTENTIONAL ACT OR OMISSION OF WOMENARY AND/OR PARTICIPANT. PARTICIPANT UNDERSTANDS AND AGREES THAT THE INTENTION AND INTENDED EFFECT OF THIS AGREEMENT IS TO COMPLETELY, FULLY, AND FINALLY RELEASE ANY AND ALL CLAIMS, KNOWN AND UNKNOWN, CONTINGENT AND NON-CONTINGENT, EXISTING OR NOT YET EXISTING, AGAINST WOMENARY AND TO MAKE SURE THAT NO CLAIM(S) IS(ARE) EVER MADE AGAINST WOMENARY.

Participant hereby further understands and agrees that, should Participant and/or his/her estates, heirs, assigns, and/or representatives, next of kin, etc. ever institute any litigation arising out of this release and agreement, the activities, and/or the conditions of the property, which Participant agrees is a breach and in violation of this release and agreement, **PARTICIPANT WAIVES ALL RIGHTS TO TRIAL BY JURY.**

Participant also agrees that: this release and agreement by Participant is supported by adequate, full, and sufficient consideration, including but not limited to \$1; this release and agreement is voluntarily entered into by Participant; it is binding and enforceable; it is supported by public policy; Texas law governs the interpretation of this agreement; venue for any action arising out of same is exclusive to the Federal and State District Courts located in Tyler, Smith County, Texas; should any portion be declared void, voidable, invalid or unenforceable, the remainder is fully valid and enforceable; Participant has consulted with qualified counsel prior to entering into this agreement; this agreement is binding upon Participant's heirs, estates, successors, representatives, assigns and next of kin; this agreement inures to the benefit of Womenary; any ambiguity or missing term in this agreement (alleged or otherwise) shall be interpreted in favor of Womenary; and this release shall be interpreted in the broadest manner possible favoring a full and final release in favor of Womenary.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR PARTICIPANT'S INJURY OR DEATH OR DAMAGE TO PARTICIPANT'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE ACTIVITIES AND IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY PARTICIPANT'S AND/OR WOMENARY'S NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT OR OMISSION.

Date and signed this _____ day of _____, _____.

(PARTICIPANT'S Signature)

(PARTICIPANT'S Printed Name)