**SHINE CHRISTIAN HOMESCHOOL CO-OP**
ASSUMPTION OF RISK, RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT

IMPORTANT — PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS AND INCLUDES A RELEASE OF CERTAIN CLAIMS ARISING FROM NEGLIGENCE.

This Assumption of Risk, Release of Liability, Covenant Not to Sue, and Indemnification Agreement ("Agreement") is entered into by the undersigned Parent(s) and/or legal guardian(s) ("Parent"), individually and, to the extent permitted by Texas law, on behalf of each minor child identified below ("Student").

In consideration for the Student being permitted to participate in classes, programs, events, field trips, service projects, social activities, recreational activities, and other activities of SHINE Christian Homeschool Co-op ("SHINE" or the "Co-op"), including activities conducted at facilities provided by Grace Bible Church of Gatesville ("GBC"), Parent agrees as follows:

**1. RELEASED PARTIES**
For purposes of this Agreement, the parties intended to be protected include the following:

**A. SHINE Christian Homeschool Co-op ("SHINE Released Parties")**, including SHINE Christian Homeschool Co-op and its current and former directors, board members, officers, coordinators, teachers, members, and other persons acting on its behalf.

**B. Grace Bible Church of Gatesville ("GBC")**, including the church as an organization and as the owner, occupier, host, or provider of facilities used by SHINE.

**C. GBC's People ("GBC Released Parties")**, including GBC's current and former pastors, elders, officers, directors, employees, members, and other persons acting on its behalf. Collectively, these persons and organizations are referred to as the **"Released Parties."**

**2. COOPERATIVE NATURE OF SHINE AND PARENTAL RESPONSIBILITY**
Parent understands and acknowledges that SHINE is a cooperative educational organization and is not a school, daycare center, or childcare facility.

Parent remains primarily responsible for the supervision, conduct, safety, and needs of Parent's Student(s) while participating in SHINE.

Parent accepts responsibility for the Student's conduct and agrees that Parent and Student will comply with applicable SHINE and GBC rules, policies, safety requirements, behavioral expectations, and reasonable instructions. Nothing in this Agreement is intended to create a custodial relationship between SHINE or GBC and the Student beyond responsibilities expressly undertaken by SHINE for a particular activity or imposed by applicable law.

**3. ASSUMPTION OF RISK**
Parent understands that participation in SHINE activities and presence at facilities used by SHINE involve risks that cannot be completely eliminated, even when reasonable precautions are taken.

These risks may include, without limitation, injury, illness, death, property damage, or other loss arising from or associated with:

- slips, trips, and falls;
- buildings, classrooms, stairs, sidewalks, parking areas, playgrounds, outdoor areas, furniture, fixtures, and equipment;
- recess, games, sports, exercise, and other recreational activities;
- classroom activities, experiments, demonstrations, tools, crafts, art supplies, cooking, and educational materials;
- food, beverages, allergies, and accidental exposure to allergens;
- communicable illnesses or diseases;
- acts or conduct of other students, parents, teachers, volunteers, members, visitors, or third parties;
- field trips, service projects, social events, special events, and activities occurring away from GBC;
- transportation associated with participation in SHINE activities;
- animals, insects, plants, weather, terrain, and other outdoor conditions;
- the condition, possession, use, or misuse of facilities or equipment; and
- other known or unknown risks associated with educational, recreational, social, community, or group activities.

Parent knowingly and voluntarily assumes the ordinary and inherent risks associated with Parent's and Student's participation in SHINE programs and activities, whether occurring at GBC or another location.

**4. RELEASE OF LIABILITY — INCLUDING CLAIMS ARISING FROM ORDINARY NEGLIGENCE**

**To the fullest extent permitted by Texas law, Parent, individually and on behalf of the student to the extent Parent is legally authorized to do so, hereby releases, waives, and discharges the released parties from claims, demands, causes of action, damages, losses, liabilities, costs, or expenses arising out of or relating to the Parent's or student's participation in shine activities or presence at or use of facilities used for shine activities.**

**This release expressly includes claims for personal injury, bodily injury, illness, death, or property damage caused in whole or in part by the ordinary negligence of shine, GBC or any other released party, to the fullest extent such claims may lawfully be released under Texas law.**

**Parent expressly understands and agrees that this agreement is intended to release the released parties from certain claims arising from their own ordinary negligence.** Nothing in this Agreement is intended to release or waive liability that cannot lawfully be released or waived under Texas law.

**5. COVENANT NOT TO SUE**
To the fullest extent permitted by law, Parent agrees not to bring or maintain a lawsuit or other claim against a Released Party concerning a claim that Parent has validly released under this Agreement.
This covenant applies to covered claims arising from or relating to SHINE classes, activities, field trips, special events, or SHINE-organized activities.

**6. GRACE BIBLE CHURCH**
Parent understands that GBC provides space and/or facilities to SHINE to enable SHINE to conduct its activities. Parent acknowledges that GBC does not organize, supervise, or control SHINE's classes, activities, teachers, students, or participating families. Parent understands that neither GBC's provision of facilities nor the presence of Parent or Student on GBC property creates an obligation for GBC or the GBC Released Parties to supervise the Student or SHINE's activities beyond duties expressly undertaken by GBC or imposed by applicable law. The protections provided to GBC and the GBC Released Parties by this Agreement apply both to claims associated with SHINE's activities and to covered claims associated with the condition, possession, use, or misuse of GBC property or facilities.

**7. INDEMNIFICATION**
To the fullest extent permitted by Texas law, Parent agrees to indemnify and hold harmless the Released Parties from third-party claims, liabilities, damages, losses, costs, or reasonable expenses arising from the acts or omissions of Parent or Parent's Student, including injury to another person or damage to property caused by Parent or Student.

**8. EMERGENCY MEDICAL CARE**
If Parent cannot be reached promptly during an emergency involving Student, Parent authorizes SHINE representatives to contact emergency medical services and take reasonable steps to obtain emergency evaluation or treatment for Student.

Parent remains financially responsible for ambulance transportation, medical evaluation, treatment, hospitalization, medication, and other medical expenses incurred on behalf of Student.

Parent agrees to notify SHINE of allergies, medical conditions, medications, or other information reasonably necessary for Student's safe participation.

**9. OFF-SITE ACTIVITIES AND TRANSPORTATION**
This Agreement applies to SHINE-organized activities occurring at GBC and at other locations. Parent is responsible for arranging and providing transportation to and from SHINE activities. Transportation independently arranged or provided by another participating family is a private arrangement between those families and is not transportation provided by SHINE or GBC.

**10. PERSONAL PROPERTY**
Parent understands that SHINE and GBC are not responsible for loss, theft, or damage to personal property brought to SHINE.

**11. GOVERNING LAW**
This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall continue in effect to the fullest extent permitted by law.

**12. ACKNOWLEDGMENT AND VOLUNTARY AGREEMENT**
Parent acknowledges that Parent has carefully read this entire Agreement, understands its contents, has had the opportunity to ask questions regarding it, understands that it affects important legal rights, and signs it knowingly and voluntarily.

Parent acknowledges that participation in SHINE is voluntary and that acceptance of this Agreement is a condition of participation.

**By signing below, I acknowledge that I understand that this agreement includes an assumption of risk, a release of liability, and a covenant not to sue, including the release of certain claims arising from the ordinary negligence of the released parties, to the fullest extent permitted by Texas law.**

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## Student Name

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

## Parent/Legal Guardian

Printed Name: _____

Signature: _____

Date: _____

## Parent/Legal Guardian (Co-Member)

Printed Name: _____

Signature: _____

Date: _____

### Handbook Acknowledgement & Agreement 2026/2027 School Year

My children and I agree to abide by the policies and guidelines outlined in SHINE's handbook and by-laws while at co-op as long as we are members of SHINE Christian Homeschool Co-op. I understand that if at any time I am found to be in violation of SHINE's guidelines or governing by-laws, in letter or in spirit, my co-op membership may be revoked and my children and I will no longer be allowed to attend. I understand that these policies and guidelines are laid out in the best interests of the co-op at large.

Member/Co-Member Printed Name:

_____

Member/Co-Member Signature:

_____

Date: _____

**Photography & Short Video Parent Release**

**The co-op will inform teachers of this release but cannot be held responsible if someone unknowingly doesn't follow your decision.**

**Please Initial One Option Below:**

_____ I give permission for the use of any photographic images or short videos taken during co-op events or activities that feature myself or my children to be used on social media, websites, co-op publications, and/or other marketing tools.

**OR**

_____ I **do not** give permission for the use of any photographic images or short videos taken during co-op events or activities that feature myself or my children to be used on social media, websites, co-op publications, and/or other marketing tools.