



Upendo Baptist Church

Diverse People United in Christ

BENEVOLENCE FUND PROGRAM

WAIVER OF LIABILITY/ HOLD HARMLESS AGREEMENT

- 1) In consideration of my voluntary participation in Upendo Baptist Church Benevolence Fund Program, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Upendo Baptist Church, Upendo Baptist Church Board of Elders, Upendo Baptist Church members, designated Fund Administrators (herein referred as the RELEASEES), from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any and all issues, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the Benevolence Fund Program.
- 2) I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.
- 3) It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and my spouse, if I am alive. If I am deceased, it shall bind my beneficiaries or personal representatives and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.
- 4) I further hereby agree and consent that my continued membership in the Upendo Baptist Church Benevolence Fund Program is subject to my continued membership of Upendo Baptist Church. Should my membership with the said church be revoked by the Church leadership for reasons of non-compliance, I consent that there will be no refunds of any kind. If I also choose to personally terminate my membership with the Church, there will be no refund of any kind.
- 5) I further hereby agree to submit my payback contribution within TWO WEEKS (2) of being notified of the death (occurrence) of a member covered by this fund. This amount may vary from time to time based on the status of the membership of fund account.
- 6) I further hereby affirm that it is my understanding that only members of my immediate family (as defined in the Statement of Purpose) are included in my Benevolence Fund Registration Form and are covered under the said fund.
- 7) I further agree that it is my sole responsibility to update my membership data with any new members of my family limited to newborn children and spouse in the event of marriage after the initial application submission.

UBC Benevolence Fund Program....Taking Care of God's family

- 8) 9. I further hereby agree and consent that Fund Administrators at their discretion may verify any reported death. I agree to submit all requested documents that maybe required before or after the funds are disbursed depending on the request.
- 9) I further hereby agree that my membership to the said fund is non-transferable and contributions are non- refundable.
- 10) I hereby consent that in case of any dispute, the same shall be referred to the Church Leadership and their decision will be final.
- 11) Notwithstanding all terms and provisions of this program, I further hereby consent that nothing shall be paid to me during the Open Enrollment period of said Fund. Therefore, accordingly, monetary assistance shall commence immediately following the enrollment period.

IN SIGNING THIS WAIVER/RELEASE, I ACKNOWLEDGE AND AFFIRM THAT I have read the foregoing Waivers, Waiver of Liability and Hold Harmless Agreement, understood and signed 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; and I have voluntarily executed the Release For full, adequate, and complete consideration fully intending to be bound by same.

Member Name: _____

Date: _____

Signature: _____