INDEMNITY OF CHURCH AND WAIVER AND RELEASE BY USER

INDEMINIT FOR CHURCH AND WAIVER AND RELEASE DT USER
The undersigned, on behalf of the USER
(please print name of USER legibly), as a condition of USER using the premises (Premises) of the Langley United Methodist Church of Langley, Washington (LUMC), and on LUMC's behalf and that of LUMC's parent organization, the United Methodist Church (UMCboth LUMC and UMC individually and collectively hereinafter referred to as CHURCH), agrees as follows:
USER shall indemnify, save harmless and, at CHURCH's option, defend CHURCH, CHURCH's management agent, and directors, trustees, and officers, if any, and their respective principals, officers, agents, servants, employees, and contractors from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees, costs, and expenses incurred by CHURCH in connection with any loss of life, personal injury or damage to property or business arising out of or in any way connected with the Premises or USER's operations thereon, the condition, use, maintenance, repair or occupancy of the Premises, or in any way arising out of the activities in the Premises, its common areas, or other portions of the Premises, by the User or its sublessees or their respective agents, employees, servants, invitees or contractors.
USER SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL ACT, TITLE 51 RCW OR SIMILAR LAW. FURTHER THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFIT ACTS; PROVIDED USER'S WAIVER OF IMMUNITY BY THE PROVISIONS OF THIS PARAGRAPH EXTENDS ONLY TO CLAIMS AGAINST USER BY CHURCH, AND DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY USER'S EMPLOYEES/VOLUNTEERS DIRECTLY AGAINST USER.
CHURCH assumes no responsibility whatsoever for any property placed in the building by the USER, and CHURCH is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to any person or property that may be sustained by reason of the CHURCH's use or misuse of space in the Premises made available to the USER by CHURCH, as herein provided.
Ciarra 1
Signed:(duly authorized by and to act on behalf of USER)
Printed Name:
Date Signed: