



Baruch HaShem Academy

Homeschool Co-op

6304 Belt Line Rd. Dallas, TX 75254 972-386-0121

Covenant Not To Sue

This unconditional release, and covenant not to sue, (hereinafter the "Release") is entered into this day the _____ of _____ in the year of _____ by Baruch HaShem Academy Co-op and between Baruch HaShem Messianic Synagogue (hereinafter "BHS") and the parents and/or legal guardians of _____ (hereinafter "Student") on behalf and in the stead of the Student as follows: WHEREAS, BHS is providing space through the Baruch HaShem Academy Co-op (hereinafter the "Co-op"); and WHEREAS, BHS is providing such space, and WHEREAS, the Student is enrolled to attend classes on the BHS campus, which is organized, staffed, managed and run by the Co-op; and WHEREAS _____ and _____ are the Parent(s)/Legal Guardian(s) of the Student, (hereinafter the "Parent(s)") and have full authority to enter into this Release, and desire, for the purposes and considerations contained herein to enter into this Release; and, WHEREAS, BHS is not willing to provide said space, without assurances that it will not be subject to allegations, claims, or suits seeking damages for any action, or inaction by BHS, its agents, employees, officers, directors, invitees or licensees; and WHEREAS, but for BHS providing the space for the Co-op to conduct classes, the classes either would not be provided, or the cost of the classes for the Student would be substantially increased and cost prohibitive to the families; NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the foregoing contractual recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Student, by and through the Parent(s), and the Parent(s), hereby releases, absolves, and discharges BHS, and the Co-op, together with all of their employees, volunteers, agents, attorneys, officers, directors, managers, elders, shammashim, and/or servants (hereinafter the "Released Parties") from any and all claims for damages, whether arising in tort, contract, at common law, based upon a statutory provision, or otherwise, including, but not limited to, any claim for ordinary negligence or gross negligence of the Released Parties. The Student, by and through the Parent(s), and the Parent(s), further covenants not to sue the Released Parties, for any claims arising from, or connected to the actions of the Co-op and/or BHS in connection with the Students attendance or the Parent(s) presence at the physical plant of BHS, for any and all purposes provided by the Co-op. The Parent(s) further agree to defend, indemnify, and forever hold harmless the Co-op and BHS, from any and all claims that may be brought by the Student, whether arising in contract, tort or otherwise, arising from the Student's attendance at any function, class or activity conducted by the Co-op at BHS, whether brought before or after the Student reaches the age of majority, including but not limited to, actions brought against BHS and/or the Co-op for the negligence or gross negligence of the Released Parties.

Parent (s) Signature

Date

BHSA Co-op Director Signature

Date