

# CHMC/Charis Education Department

## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Name of the Activity or Event: 2022 CHMC/Charis VBS

Date of Activity: June 16, 2022 – June 18, 2022 (Thursday – Saturday)

Location: Choong Hyun Mission Church

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: **Choong Hyun Mission Church/Charis Mission Church** pastoral staff and/or their directors, staffs, officers, employees, volunteers, drivers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that the **Choong Hyun Mission Church/Charis Mission Church** and pastors, their directors, staffs, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of the Choong Hyun Mission Church/Charis Mission Church.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby **consent to receive medical treatment** which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. I understand that at this event or related activities, I may be photographed. **I agree to allow my photo, video, or film likeness to be used for any legitimate purpose** by the event holders, producers, sponsors, organizers, and assigns. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

**PARENT / GUARDIAN WAIVER FOR MINORS (Required if under 18 years old)**

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

**CHMC/Charis Mission Church cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing CHMC/Charis Mission Church's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Charis Mission Church's services and/or enter onto Charis Mission Church's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID- 19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Charis Mission Church's services and enter Charis Mission Church's premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Charis Mission Church's services and premises in person rather than enjoying the same services virtually online.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against CHMC/Charis Mission Church and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives (including but not limited to church volunteers) in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Charis Mission Church's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW:** I understand and agree that the law of the State of California will apply to this Release.

**COUNTER PARTS; SIGNATURE.** This Release may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Release may be executed and delivered by facsimile, electronic transmission (pdf) or via electronic signature (e.g., docusign, Adobe Sign, etc.) and upon such delivery, the facsimile, electronically transmitted (pdf) or electronic signature (e.g., docusign, Adobe Sign, etc.) will be deemed to have the same effect as if the original signature had been delivered.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Name of Minor (s) (printed): \_\_\_\_\_

I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent, and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_