



FAITH PRESBYTERIAN CHURCH
PRESBYTERIAN CHURCH IN AMERICA

620 South Shirley St., Tacoma, Washington 98465
253-752-7601 | fpc@faithtacoma.org | www.faithtacoma.org

Release, Waiver, and Indemnification Agreement

Name: Last First Middle (Participant)
Address: Street Address City State Zip Code
Telephone Number Home/Cell Phone Number Email:
Birth date: Gender: Student: 17 or under
Emergency Contact: Home phone: Cell Phone:
Name of Insurance Company: Insurance Plan Name:
Group Number (if a group policy): Participant Account Number:
Allergies: Medications:

In exchange for being allowed to participate in activities at Faith Presbyterian Church (FPC), a Washington nonprofit corporation, I submit this Release, Waiver, and Indemnification Agreement (Agreement) and agree to the following:

- 1. Medical Consent. I grant FPC permission to call 911 for emergency medical aid or to take Participant to a physician or hospital for medical treatment, or both, if FPC or any of its staff believe Participant sustained an injury, or otherwise requires medical treatment. I give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve Participant's life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on Participant's behalf. I will fully and immediately reimburse FPC for any of those expenses that FPC chooses to advance, in its sole discretion. FPC has no obligation to advance any expenses on Participant's behalf.
2. Publicity Release.
I grant FPC permission to record, use, reproduce, and publicly display any photograph or other image or video or audio recording of my involvement or the Participant's involvement in any activities or events of FPC, including any Camp Activities.
I do not grant FPC permission to record, use, reproduce, or publicly display any photograph or other image or video or audio recording of my involvement or the Participant's involvement in any activities or events of FPC, including any Camp Activities.
3. Governing Law and Venue; Partial Invalidity. This Agreement is governed by the laws of the State of Washington, except for its conflicts of law provisions. Venue for any legal action related to this Agreement will be in the state or federal courts located in King County, Washington. I hereby submit to the personal jurisdiction of those courts. If any part of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement will be enforced to the full extent permitted by law.
4. Voluntary Participation; Assumption of Risk.
4.1. The Participant's involvement in Church Activities is voluntary. I will permit the Participant to participate only in those Church Activities for which I believe the Participant is fit enough to participate.
4.2. The term Church Activity or Church Activities includes all events on site at FPC and may include youth groups, games, sports or physical activities such as swimming, boating, water activities, volleyball, mini-golf, swings and playground activities, tire swing, ropes course, and other sports and events, and specifically including any FPC event, retreat, gathering or activity, whether on-site or hosted elsewhere by FPC or a partner organization, and transit or ride-sharing to and from such activities.
4.3. Although FPC desires to provide a safe environment for all Participants, I understand accidents and injuries can still happen. I understand the risks and dangers involved in participating in Church Activities include the risk of death and the risk of minor and serious personal injuries, including blisters, bruises, muscle strain and tears, tendonitis, joint injuries, infectious diseases, paralysis,

brain damage, concussion, loss of vision or limb function, drowning, dismemberment, permanent scarring, disability and exposure to infectious diseases. I knowingly assume these risks.

- 5. **Waiver and Release of Claims.** To the full extent permitted by law, I release the FPC Releasees from all Claims that I may have now or in the future against any FPC Releasee arising from any Church Activity or involvement with FPC, whether those Claims exist now or arise in the future, and I hereby waive all those Claims. This waiver and release of Claims is binding on me and on any other person who asserts any Claim through or on behalf of the Participant. This waiver and release does not apply to any Claim against a particular FPC Releasee to the extent the Claim is caused by or arises from the gross negligence or intentional misconduct of that particular FPC Releasee. This waiver and release continues to apply to all other FPC Releasees. This waiver and release is in partial consideration of Participant being permitted to participate in FPC events and Church Activities. **Claims** means all claims, damages, fees, (including attorney fees), costs, expenses, and other liabilities, whether known or unknown, and whether existing now or arising in the future. **FPC Releasees** means FPC and its former, current, and future directors, officers, overseers, employees, volunteers, contractors, suppliers, members, and agents.
- 6. **Indemnification and Defense.** Subject to the terms of this Agreement, and to the extent the waiver and release of Claims in *Section 6* is not effective in whole or in part, then I will indemnify and defend the FPC Releasees against all Claims that Participant or I may assert against any FPC Releasee, including paying all attorney fees, costs, and other expenses. This obligation to indemnify and defend does not apply to any Claim against a particular FPC Releasee to the extent the Claim is caused by or arises from the gross negligence or intentional misconduct of that particular FPC Releasee. This obligation to indemnify and defend is in partial consideration for Participant being permitted to participate in FPC events and Camp Activities.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS AND INDEMNIFICATION OBLIGATIONS AND MAY IMPACT YOUR LEGAL RIGHTS.

Date: _____

Signature of Participant** _____ Printed Name _____

**If Participant is a minor, then the parents or legal guardians must sign the Parental Consent, Release, and Indemnification, below.

Parental Consent, Release, and Indemnification

A. Parent or Legal Guardian. I am the parent or legal guardian of the Participant (or *my child*). I have the authority to enter into this Agreement on behalf of my child and anyone else who has legal rights regarding my child. If I am the only parent or legal guardian signing below, then I represent and warrant I am the only parent or legal guardian with authority to sign this Agreement on behalf of my child. I have read the above Agreement and agree to its terms.

B. Release of Claims. To the full extent permitted by law, I release the FPC Releasees from all Claims that my child or I may have now or in the future against any FPC Releasee. This release does not apply to any Claim against a particular FPC Releasee to the extent the Claim is caused by or arises from the gross negligence or intentional misconduct of that particular FPC Releasee. This release is binding on me and my personal representative, estate, and heirs; any other person with rights regarding my child; and my child, to the maximum extent permitted by law. This release is in partial consideration for my child being permitted to participate in FPC events and Camp Activities.

C. Obligation to Indemnify and Defend. To the extent the waiver and release of Claims in *Section 6* or *Section B* is not effective in whole or in part, then I will indemnify and defend the FPC Releasees against all Claims that Participant or I may assert, including paying all attorney fees, costs, and other expenses. This obligation to indemnify and defend does not apply to any Claim against a particular FPC Releasee to the extent the Claim is caused by or arises from the gross negligence or intentional misconduct of that particular FPC Releasee. This obligation to indemnify and defend is in partial consideration for Participant being permitted to participate in FPC events and Camp Activities.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT CONTAINS A RELEASE OF CLAIMS AND INDEMNIFICATION OBLIGATIONS AND MAY IMPACT YOUR LEGAL RIGHTS.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____