

CHAPEL HILL PRESBYTERIAN CHURCH
ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT
PARTICIPANT

Description of the Activity

Date(s) _____ Activity _____ Location _____

Description of the event/activities (the **Activities**): may include, but not be limited to ministry events/activities/meetings that may include sports, strenuous physical activities, indoor/and outdoor activities, and activities that include close contact with others.

Personal Information

Name of Child/Student (the **Participant**) _____ Date of Birth _____

Name of Parent(s)/Legal Guardian(s) _____

Address _____ City _____ State _____ Zip _____

Phone (day) _____ Phone (eve) _____ Email _____

Emergency Contact Name: _____ Relation _____ Phone _____

Participant's Medical Information

Relevant medical conditions, allergies, etc. _____

Name of Pediatrician/Primary Care Doctor _____ Phone _____

In consideration of Chapel Hill Presbyterian Church (the **Church**) allowing the **Participant** to participate in the Activities, I agree to the terms of this Assumption of Risk, Release of Liability, and Indemnity Agreement (the **Agreement**):

1. **Authority.** I am a parent or legal guardian of the Participant. I am at least 18 years old. I have authority to enter into this Agreement on my behalf and on behalf of the Participant. I represent that either: (a) I have given a copy of this Agreement to all other adults who are parents or legal guardians of the Participant and I have authority to enter into this Agreement on behalf of all such persons; or (b) all parents and legal guardians of the Participant have signed this Agreement.

2. **Voluntary Participation.** The Participant's involvement in the Activities is voluntary. If I believe the Participant is ever unfit to participate in any of the Activities, I will not allow the Participant to participate in that Activity.

3. **Optional Publicity Release.** Unless I affirmatively opt out by signing in the box below: (a) I grant the Church permission to photograph and make audio and video recordings of me or the Participant in connection with the Activities; (b) I grant the Church permission to use, reproduce, and publicly display such photographs and audio and video recordings in the Church's sole discretion for advertising, fundraising, and any other purpose the Church deems appropriate; and (c) I acknowledge the Church is not obligated to provide the Participant or the Participant's parents or legal guardians with any notice, attribution, or payment in connection with the creation or use of any such photographs or audio or video recordings.

I opt out of the publicity release in paragraph 3. *Parent / Guardian Signature:* _____

4. **Assumption of Risk.** I understand the Activities involve risks, including close contact/physical contact with people or objects, exposure to infectious disease, strenuous physical exertion, slipping, falling, muscle & joint strains, broken bones, abrasions and choking. I understand the consequences of such risks for the Participant and the Participant's family could include property damage, property loss, financial loss, illness, hospitalization, emotional injury, minor or serious physical injury, and even death. On my behalf and on behalf of the Participant, I voluntarily assume any and all risks related to the Participant's participation in the Activities, whether or not such risks are explicitly identified in this Agreement.

5. No Duty to Act on Medical Information or Conditions Specific to Participant. I understand the Church is not qualified to provide medical evaluation or treatment and the number of participants limits the ability of the Church to provide special care or attention to the Participant. The Church has no duty to consider or use the information listed above in the section titled "Participant's Medical Information," including any information about the Participant's medical conditions or allergies.

6. Authorization to Engage Medical Treatment. I grant permission for the Church to authorize medical treatment for the Participant, to call 911 for emergency medical aid, and to take other measures to secure medical treatment if, in the Church's sole and absolute judgment, the Participant requires medical treatment. I give consent to any physician, emergency aid responder, or other health care provider to administer drugs or medicine and to perform such medical treatment as such person determines necessary for the relief of pain or to preserve the Participant's life or health. I assume full responsibility for all medical, rescue, transportation, and other expenses incurred on behalf of the Participant and will fully and immediately reimburse the Church for any of these expenses that the Church, in its sole and absolute discretion, chooses to advance.

7. Coverage of Medical Expenses. The Church has no obligation to provide insurance or other coverage for any death, injuries, or medical expenses sustained by me or the Participant. I acknowledge that the Church may, in its sole and absolute discretion, maintain a no-fault accident policy that provides secondary coverage for medical expenses arising out of an accident during the Activities. But I understand that such coverage, if available at all, would be limited in amount, would be secondary to the Participant's insurance coverage, would not cover all activities, and may not cover the Participant at all. I am not relying on any promise of accident or other coverage by the Church and I assume no such coverage exists.

8. Release of Claims. To the maximum extent permitted by law, I release the Released Parties from all Claims directly or indirectly related to or arising from the Participant's participation in any of the Activities, whether those Claims exist now or arise in the future and whether those Claims are known or unknown, and I waive all such Claims. In this Agreement: (a) **Released Parties** means the Church and its past, current, and future officers, directors, elders, employees, agents, and volunteers; and (b) **Claims** means all claims, demands, actions, and causes of action for any costs, expenses, damages, fees (including attorneys' fees), and other liabilities in connection with any loss, damage, illness, injury, or death. Without limiting the foregoing, this waiver and release of Claims do not apply with respect to any particular Released Party to the extent of such Released Party's gross negligence or intentional misconduct. This waiver and release of Claims are binding on me and my personal representative, estate, and heirs, and on the Participant, to the maximum extent permitted by law.

9. Covenant Not to Sue. I covenant not to sue any of the Released Parties (whether for myself or on behalf of the Participant, any member of my family or household, or any other person or entity, including any trust or estate) regarding any Claims directly or indirectly related to or arising from the Participant's participation in any of the Activities, whether such Claims are known or unknown and whether such Claims exist now or arise in the future.

10. Obligation to Indemnify. I will indemnify all Released Parties regarding all Claims directly or indirectly related to or arising from the Participant's participation in any of the Activities, whether such Claims are known or unknown and whether such Claims exist now or arise in the future, including any Claims asserted by or on behalf of me, the Participant, any other member of my family or household, or any other person or entity (including any trust or estate). This means, among other things, that for Claims I indemnify pursuant to the preceding sentence, I will pay on demand: (a) the fees and costs of all lawyers retained to defend one or more of the Released Parties against any Claim; and (b) the sum of any judgment entered against, or settlement paid by, one or more of the Released Parties regarding any Claim. This obligation to indemnify does not apply with respect to any particular Released Party to the extent of that Released Party's gross negligence or intentional misconduct.

11. Other Terms. This Agreement will be construed under the laws of Washington State. Venue for any legal proceedings related to enforcing this Agreement will be in Pierce County, Washington. The terms of this Agreement are severable, such that if a court of law holds any term to be unenforceable, the validity of the other terms will not be affected. This Agreement supersedes any earlier written or oral understandings between the Church and me about the contents of this Agreement.

By signing below, I attest that I have carefully read, I understand, and I agree to the terms of this Agreement.

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date