

## **CHURCH OF THE OPEN DOOR: GENERAL WAIVER AND RELEASE**

### **NEXT GENERATION MINISTRIES 2016 - 2019**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ for whom I am legally responsible, accept the conditions and risks outlined in this waiver and release and consent to his or her participation in the activities that are a part of the regular church year and are sponsored by Church of the Open Door (the "Church"). These activities include such things as regular attendance at weekly youth meetings at the Church or in member homes, worship attendance, and such outings that may accompany said attendance (the "Activities"). I represent and agree that:

1. I am legally responsible for the above identified minor or ward (the "Participant") who is a voluntary participant in the Activities and not an employee, agent or contractor of the Church.

2. I understand that this release is valid from \_\_\_\_\_ through \_\_\_\_\_, and covers all of the Activities<sup>1</sup> provided to the Participant by the Church during this time.

3. In consideration of Participant being permitted to participate in the Activities conducted by the Church, and other good and valuable consideration, I hereby assume all responsibility for and waive, release and discharge the Church, its members, ministers (both ordained and lay persons), officers, agents, employees, volunteers, contractors and other associates and representatives (hereinafter these individuals shall be included in the definition of the "Church") from any and all liability and claims of any kind whatsoever, for death, personal injury, loss of property or property damage Participant or I may have, or that may subsequently accrue to Participant or me, or to our respective heirs, executors, administrators or assigns, as a result of Participant's involvement in the Activities. I am aware of the potential hazards and risks to Participant associated with the Activities, such hazards and risks including, but not being limited to, injury or death by accident, weather conditions, and random acts of violence. I accept these risks on behalf of Participant with full awareness of these risks and knowing the only source of insurance available to Participant or me must be provided by me, and Participant and I are not relying on any insurance to be provided by the Church. Furthermore, I assume full responsibility for all medical bills, damages or other losses or any kind associated with any bodily injury, death or property damage due to the negligence of the Church while Participant is taking part in the Activities.

4. In addition to the above release, I further indemnify and hold the Church (as defined above) harmless from any and all personal injury, death, loss of property or property damage, or any other damages, relating to and arising from Participant's activity in the Activities.

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<sup>1</sup> the Activities may include but are not limited to cookouts, boating, water skiing, swimming, basketball, rollerskating/blading, outdoor games, soccer, broomball, ice-skating, volleyball, softball, baseball, camping, skiing/snowboarding, hiking, biking, attending concerts and Bible studies, etc.

5. I attest and certify that Participant has no known medical, physical, psychological or emotional conditions that would prevent him or her from participating in the Activities, except as stated below.

6. I authorize the Church, its representatives and all attending health care professionals (including but not limited to registered nurses, licensed practicing nurses, physicians' assistants, doctors and paramedics) to provide medical treatment, to hospitalize, anesthetize, or perform surgery on Participant as is required. I do release, acquit, discharge and covenant to hold harmless the Church, and its representatives from all actions, damages or liabilities arising out of the treatment of any illness, injury, or accident incurred during the Activities. The Church and its representatives will incur no liability whatsoever while attempting to meet all medical needs Participant may require during the Activities. I agree to be responsible for all medical costs associated therewith.

7. In the event of repeated Participant misconduct, I authorize the Church to send Participant home. Transportation home will at my expense. I will not receive a refund for the activity from which Participant was sent home. Such behaviors would include, but not be limited to: possession or use of alcohol, drugs or tobacco, fighting, possession or use of weapons, fireworks or explosives, offensive or immodest clothing, not participating with the group in activities, damaging property and disrespect toward staff or program volunteers.

8. I hereby grant the Church the right to use for any Church publication, posting or advertisement, any photograph, video or other likeness of Participant. I further grant to the Church and all persons acting under its permission or authority, all rights to exhibit this work publicly or privately and to market and sell copies. I waive any right that I, or Participant, may have to inspect or approve the finished product or the purpose for which the image is used. I release and discharge the Church from any liability, including any distortion, alteration, or optical illusion that may occur in the making of the image, or in any processing, distribution, or other use of the image by the Church.

9. I expressly agree that this release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota and that I intend this waiver and release will be binding on me, Participant, our family, estate, heirs, successors, assigns, insurers, medical providers, and personal representatives. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

10. I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK AND UNDERSTAND ITS CONTENTS, AND I VOLUNTARILY SIGN THIS RELEASE AS MY OWN FREE ACT. THIS IS A LEGAL DOCUMENT AND I UNDERSTAND THAT I HAVE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT.

In witness whereof, I have executed this waiver and release on \_\_\_\_\_, 20\_\_\_\_, and I understand this release will apply to the Activities taking place from May 2016 through May 2019.

Signature _____	Signature _____
Printed Name _____	Printed Name _____
Address _____	Address _____
City _____	City _____
State _____	State _____

**Emergency Medical Information**

Emergency Contact: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Insurance Company: \_\_\_\_\_

Policy Type: \_\_\_\_\_ Policy# \_\_\_\_\_

Physician Name and Phone Number: \_\_\_\_\_

Dentist Name and Phone Number: \_\_\_\_\_

Will Participant be using or brining any prescription medication to the Activities? \_\_\_\_\_

What kind and for what condition? \_\_\_\_\_

Date of last tetanus shot (this must be within ten years): \_\_\_\_\_

List any known allergies and reactions: \_\_\_\_\_

Does Participant have any medical/mental health conditions of which the Church should be aware? If yes, please describe: \_\_\_\_\_

\_\_\_\_\_.