

PRESBYTERIAN CHURCH IN THE HIGHLANDS
Athletic Ministry

RELEASE, WAIVER, INDEMNIFICATION, AND ASSUMPTION OF RISK AGREEMENT
FOR PARTICIPANTS AND VOLUNTEERS

In consideration of being allowed to participate in the Athletics and Sports Ministry programs (the "Programs") offered by Presbyterian Church in the Highlands, Incorporated, of Lakeland, Florida ("PCH") whether as a volunteer, a coach/teacher, or a participant, I agree to the following:

1. I acknowledge that sports are inherently dangerous and that there are dangers to participating in the Programs, whether as a participant, official, coach, teacher, volunteer, spectator, or otherwise. In connection with my or my child/ward's participation in the Programs, I fully assume the risks associated with such participation, including, without limitation, dangers caused by terrain, facilities, temperature, weather, and the actions of other participants (including without limitation those who are spectators).
2. I certify that I or my child/ward am/is physically fit and in good health and able to participate in the Program or Programs. I agree to abide by the decision of the PCH Athletics Director or coaches as to any aspect of my or my child/ward's participation in any Program, including the right of the PCH Athletics Director or coaches to deny or suspend my or my child/ward's participation for any reason whatsoever.
3. I hereby consent to receive any emergency medical treatment which may be deemed necessary in the event of illness, accident, or injury during the Programs.
4. I understand that I may appear in photographs or video footage taken during any of the Programs. I agree to allow my likeness appearing in such photographs or video footage to be used for any legitimate purpose by PCH.
5. I understand that PCH does not provide insurance coverage for any injuries which may occur during the Programs, and acknowledge that I am responsible for any and all costs relating to any such injuries to me or my child/ward.
6. IN CONSIDERATION OF ME OR MY CHILD/WARD BEING ALLOWED TO PARTICIPATE IN THE PROGRAMS, WHETHER AS A PARTICIPANT, OFFICIAL, COACH, VOLUNTEER, SPECTATOR, OR OTHERWISE, I HEREBY (A) WAIVE, RELEASE, DISCHARGE AND PROMISE NOT TO SUE PCH, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND INDEPENDENT CONTRACTORS, SPONSORS, VOLUNTEERS, AGENTS, DIRECTORS, PROMOTERS, AND PARTICIPANTS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS, EXPENSES, OR ACTIONS OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF THE RELEASED PARTIES), ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH MY OR MY CHILD/WARD'S TRAVEL TO AND/OR PARTICIPATION IN THE PROGRAMS OR ANY ACTIVITIES RELATED TO OR ASSOCIATED WITH THE PROGRAMS, INCLUDING BUT NOT LIMITED TO ANY TYPE OF PERSONAL INJURY OR DEATH; AND (B) AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS, EXPENSES, OR ACTIONS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH MY OR MY CHILD/WARD'S ACTIONS DURING THE PROGRAMS. I UNDERSTAND AND AGREE THAT THIS SHALL BE CONSTRUED TO PROVIDE THE MAXIMUM WAIVER, RELEASE, AND INDEMNIFICATION ALLOWED BY LAW TO THE RELEASED PARTIES,

AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE, BY MY EXECUTION OF THIS AGREEMENT.

7. This Agreement shall be governed by the laws of the State of Florida, and the exclusive venue for any legal action related to or arising out of this Agreement shall be vested in the Circuit Court in and for Polk County, Florida.

8. If any provision of this Agreement shall be deemed unlawful, void, or for any reason unenforceable, then that provisions shall be deemed severable from this Agreement and shall not affect the enforcement or validity of any of the remaining provisions of this Agreement.

9. I certify that (A) I have reached the age of majority and am under no legal disability which would prevent me from executing this Agreement, and (B) that I have read this Agreement and understand the provisions contained herein. If I am executing this Agreement on behalf of my child/ward, I further certify that I have the legal authority to do so, and that I hereby agree (A) to indemnify, defend, and hold harmless the Released Parties from any and all liabilities, claims, actions, damages, costs, expenses, or actions of any kind or nature whatsoever, arising out of any defect or lack of capacity to so act on behalf of my child/ward, and (B) to release the Released Parties on behalf of my child/ward.

10. PHOTO & VIDEO: I consent to the use of any video images or photographs (digital or conventional) that may be taken of the subject of this release during the event to be used, distributed, or shown as Presbyterian Church sees fit.

NAME OF PARTICIPANT/VOLUNTEER

AGE

SIGNATURE OF PARTICIPANT/VOLUNTEER (if over 18) OR PARENT/GUARDIAN (if under 18)

DATE

(NOTE: This must be accompanied by the Emergency Information for Minors Form if the Participant is under 18 years of age.)

EMERGENCY INFORMATION FOR MINORS:

Emergency Contact 1: _____ Emergency Contact 2: _____

Relationship to Child: _____ Relationship to Child: _____

Mobile Phone Number: _____ Mobile Phone Number: _____

If the Participant is covered by health insurance, please complete the following:

Health Insurance Company Name: _____

Policy Holder's Name: _____

Group/Policy Number: _____

BEHAVIOR POLICY

I understand that PCH, in its sole discretion, may determine that my child's behavior is unsuitable to allow my child to participate in any Program or Programs. In that event, I understand that PCH will contact me at the emergency numbers listed above, and that I will be required to pick up my child as soon as possible.

MEDICATION POLICY

I understand that PCH cannot administer any medications, prescription, or otherwise, to any participants in the Programs. This includes over-the-counter medications. If a participant will need to take medication while participating in the Programs, he or she must bring the medication and assume responsibility for taking it as needed.

PERMISSION TO TREAT & MEDICAL RELEASE FOR MINORS

In the event of illness of or injury to my child, I understand that every attempt will be made to contact me before medical action is taken. However, in the event of an emergency (determined in the sole discretion of PCH), I hereby grant my consent for medical treatments and permissions for the attending physician or appropriate medical personnel, to hospitalize, secure proper treatment and/or injections, anesthesia, or surgery. I will be responsible for any medical or other charges connected with my child's participation in the Programs.

NAME OF PARTICIPANT

DATE OF BIRTH

SIGNATURE OF PARENT/GUARDIAN

DATE