

**THE KINGS 3/30 MEN PARTICIPATION FORM
&
WAIVER AND RELEASE OF LIABILITY**

I understand that participation in The Kings 3/30 Men (A ministry of Kenwood Baptist Church at Victory Memorial) activities involves the risk of potential personal injury, including death, due to the physical, mental, and emotional challenges in the activities offered. I also understand that my child will learn certain activities that should only be performed under competent adult supervision. I have had the opportunity to obtain such information about those activities from the leadership, venue, activity coordinators, or other sources. I also understand that participation in these activities is entirely voluntary and requires participants to follow instructions and abide by all applicable rules and the standards of conduct and have explained that to my child.

In consideration of the risk of injury while participating in The Kings 3/30 Men, and as consideration for the right, and my child's right, to participate in the activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activity, and do hereby release and forever discharge The Kings 3/30 Men, Kenwood Baptist Church, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I or my child may suffer as a direct result of my, or my child's, participation in the aforementioned activity,

including traveling to and from an event related to this activity.

I am voluntarily participating, and/or choosing for my child to participate, in the aforementioned activity and I am participating in the activity entirely at my own risk. I understand that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of The Kings 3/30 Men, Kenwood Baptist Church, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of The Kings 3/30 Men, Kenwood Baptist Church, or by any other person.

I agree to indemnify and hold harmless The Kings 3/30 Men and Kenwood Baptist Church against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If The Kings 3/30 Men or Kenwood Baptist Church incurs any of these types of expenses, I agree to reimburse them.

I acknowledge that The Kings 3/30 Men, Kenwood Baptist Church, and their directors, officers, volunteers, representatives and agents are not responsible for errors,

omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of The Kings 3/30 Men or Kenwood Baptist Church.

I acknowledge that I have carefully read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge The Kings 3/30 Men, Kenwood Baptist Church, and all of their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against The Kings 3/30 Men and Kenwood Baptist Church for personal injury or property damage.

To the extent that statute and case law does not prohibit releases for negligence, this release is also for negligence on the part of The Kings 3/30 Men, Kenwood Baptist Church, its agents and employees.

In the event that I, or my child, should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with such actions.

In the event that any provision contained within this release of liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In case of an emergency involving my child, I understand that efforts will be made to contact me. In the event I cannot be reached, permission is hereby given to the medical provider to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for my child. Medical providers are authorized to disclose protected health information to the adult in charge and/ or any physician or health care provider involved in providing medical care to the participant. Protected Health Information/Confidential Health Information (PHI/CHI) under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §§160.103, 164.501, etc. seq., as amended from time to time, includes examination findings, test results, and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the participant’s parents or guardian, and/or determination of the participant’s ability to continue in the program activities.

I have listed below any restrictions imposed on my child’s participation in connection with programs or activities and have advised my child to comply with those

Restrictions (If none, indicate “none”):

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>
_____	_____	_____
_____	_____	_____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of 18, eighteen years old, then this release must be signed by a parent or guardian, as follows;

I hereby certify that I am the parent or guardian of _____,
named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____