

Community Presbyterian Church | 222 West El Pintado | Danville, CA 94526 | (925) 837-5525 | cpcdanville.org

# Student Participant's Waiver, Release and Indemnity Agreement

Please read every part of this Agreement carefully. Your signature indicates that you understand and agree to every aspect of this document.

This Agreement applies to ALL ACTIVITES sponsored by Community Presbyterian Church, its Student Ministries program, and its Staff, regardless of location, throughout the following period of time:

## January 1<sup>st</sup> 2019 to December 31<sup>st</sup> 2019

Student's Name:					
(first)	(middle)	(last)			
Date of Birth:					
Address:					
City:	ZIP:				
Home Phone Number:					
STUDENT Cell Number:					
High School Graduation Year:					
School Currently Attending:					
Parent/Guardian Name:					
Daytime Phone:		Evening Phone:			
PARENT Cell Phone:					
Parent Email:					
Medical Insurance Carrier / Plan Name:					
Policy Number:					
Name & Phone of Primary Doctor:					

Please list all Medications Taken with Dosage/Frequency instructions for each

Allergies, Medical Conditions, or any Special Concerns:

Community Presbyterian Church Minor Participant's Waiver, Release and Indemnity Agreement Page 2

I, , the parent or legal guardian of the above-named minor, hereby give my permission for his/her participation in the youth activities/events/programs sponsored by Community Presbyterian Church. I agree to direct my child to cooperate and conform to directions and instructions of personnel responsible for all related activities/events/programs.

I agree that in the event my child is injured as a result of his/her participation in the above-named activities/events/programs, including transportation to and from these activities, whether or not caused by the negligence (active or passive) of the activity or the church program, or any of its agents or employees; recourse for the payment of any hospital, medical, dental, or related costs and expenses will be paid either by me or my spouse, accident, hospital or medical insurance, or any available benefit plan of mine or my spouse.

I consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment and hospital care under the general or special supervision and upon the advice of or to be rendered by a physical, surgeon, and dentist licensed under the Medical Practice Act and Dental Practice Act. As parent or legal guardian, I am responsible for the health care decisions of my child and am authorized to consent to services to be rendered, and no other consent is required by law.

I hereby give permission to the physician selected by the activities supervisory personnel then present to render medical treatment deemed necessary and appropriate by the physician or dentist.

I also understand that if at any time my child is behaving in an inappropriate manner, is unwilling to follow the instructions of those leading the above mentioned activities/events/programs, or is found under the influence or in possession of drugs, alcohol, or a weapon it will be **my responsibility to pick up my child or to pay the expenses of having my child sent home**.

Name of Parent or Legal Guardian

Relationship to student

Parent or Legal Guardian Signature

Date

SONSHINE SPECIALIZED CAMPING MINISTRIES INC. REGISTRATION & MEDICAL CONSENT FORM						
Please complete the following questions on all campers. This form becomes part of SSCM's permanent file in compliance with California Law. Those 18 years and older may fill out and sign form. Those under 18 must have a parent or guardian sign this form.						
FORM IS INCOMPLETE WITHOUT 2 SIGNATU	RES.					
Name: Aq	e: Gender: Gr	ade: Phone Number:				
Address:	City:	State:	Zip:			
Name: Age Address: <mark>Dates of Camp:</mark> _ June / 3 - 8 , 2019	Church/Organization: Cor	nmunity Presbyterian Church	n, Danville, CA			
	Emergency Informa	ation				
Parents/Guardian: Medical Insurance company & policy #: Alternate contact:	Phone (Home)	(Cell)				
Alternate contact:	Phone(Home)	(Cell)				
(Form is incomplete without signature)	Health History (check	all that apply) (Form is	s incomplete without signature)			
Allergies: Major Problems:	neutri mistory (oneok	If you have checked any of the co				
Drug Allergies Diabetes	Physical Disability Emotional Disability	details:				
Asthma Cardiac Hay Fever Chronic Asthma Insect Stings Nervous Disorder	Hay FeverChronic AsthmaMental Disability					
Other Epilepsy*(see below)	Seizure Disorder Other	Date of last Tetanus Shot:				
This health history is correct, so far as I know, and the person herein described has permission to engage in all camp activities except as noted below in the Activity Exclusion Section. SSCM DOES NOT CARRY ANY MEDICAL OR HOSPITALIZATION INSURANCE. It is the responsibility of the sponsoring church, group or individual's family to obtain health/medical insurance. Sickness is the responsibility of the parents involved. Parent, camper or group member acknowledges that they have their own medical insurance and releases Sonshine Specialized Camping Ministries from any and all liability for the expenses of any medical care rendered, or the actions or inactions of SSCM related to seeking, or failing to seek, medical care. The parent and camper acknowledge that the campers are under the sole custody and control of the Church Group, Youth Group or Individual signing the SSCM Program Service Contract, and who are acting as the campers' guardians during the camp. In the event that I cannot be reached in an emergency during the camp dates noted on this form, I hereby give my permission to the physician or dentist selected by my Group or SSCM to hospitalize, secure proper treatment, including injection, anesthesia or surgery for my child as deemed necessary by the physician. I authorize the supervising personnel to administer medical aid as required for illness or injury under a physician's order. The parties to this registration agreement agree that any and all disputes will be litigated only in San Joaquin County and that the prevailing party is entitled to recover reasonable attorney fees. *Any camper with a history of seizures or epileptic history is required to wear a flotation device (ski vest or PFD) when in the water at all times. Noncompliance with this policy will result in dismissal from the camp program. [Form is incomplete without signature] SIGNATURE OF PARENT/GUARDIAN:12019						
(Form is incomplete without signature) <b>Activity Exclusion Section</b> (Form is incomplete without signature)						
Every child/participant is required to wear a flotation device (ski vest or PFD) when in a ski boat or participating in water skiing sports. Parent requests child <u>NOT</u> participate in any of the following activities and acknowledges: (check those that apply and sign below) Water Skiing Sports Ski Boat Observer Hiking SwimmingRock Jumping Child will be in an open water swimming environment in a river or lake (not a pool). □ By checking this box I am requesting that my child						
wear a personal flotation device at all times (e.g. swimming) when in the water. I have communicated this to my child and to the Group taking my child to camp which is acting as my child's guardian during this trip.						
Parent acknowledges by signing below and n	ot checking activities above	child has permission to participat	e in all activities.			
(Form is incomplete without signature) SIGNATURE OF PARENT/GUARDIAN:		DATE:	// 2019			

**Special Note - - Important!** Out of concern for the safety of children with special needs, (physical, mental or emotional), we require that you please take the following steps to cover such situations: 1. Call or write SSCM's registrar for a special permission form at least three weeks prior to camp. 2. Complete and return the special form as soon as possible to enable a decision to be made on the advisability of the child's attendance. If a special needs child appears on SSCM boats without written authorization, the group or party bringing the child will be asked to return this child to his/her home. Please follow this procedure to save embarrassment and pain for the child, SSCM, and yourself.

#### SONSHINE SPECIALIZED CAMPING MINISTRIES, INC. RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION of being permitted to utilize the facilities, equipment, services and programs of Sonshine Specialized Camping Ministries, Inc. (or for such children identified below to so participate) for any purpose, including, but not limited to observation, use of the facilities or equipment, or receiving instruction, training, or supervision, participation in any program with, on behalf of, or affiliated with Sonshine Specialized Camping Ministries, Inc. (hereafter SSCM), THE UNDERSIGNED, for himself or herself and as parent or guardian of **any such children** and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has either personally inspected and considered, or relied upon the affiliated Group's inspection and careful consideration of, such premises, facilities, equipment and programs. It is further warranted that such occupation and/or use of SSCM premises, facilities and equipment or participation in any program constitutes an acknowledgment that such premises, facilities, equipment, and programs, have been inspected and/or carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such use or participation by the undersigned and such children and assumes the risks arising from the conditions of the premises, facilities, equipment and programs.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER ONTO ANY PREMISES OR FACILITIES, USE EQUIPMENT, OR PARTICIPATE IN SSCM CAMPING ACTIVITIES FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, RECEIVING INSTRUCTION OR TRAINING, OR PARTICIPATING IN ANY PROGRAM AFFILIATED WITH SSCM, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE SSCM, its directors, officers, employees, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned and participating children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property, or resulting in death of the undersigned or such children, whether caused by the negligence of the releasees or otherwise while the undersigned, or participating children are in, upon, or about any SSCM-related premises or facilities, or using any SSCM-related equipment or participating in any program affiliated with SSCM, including, but not limited to boating and all related activities including, but not limited to water skiing, wake boarding and any other towing activities such as banana boating or inner tubing; swimming; wading; kayaking, hiking, diving, games, and skits. In consideration of accepting the registration and permitting the voluntary participation of the undersigned or such children in SSCM programs, for myself and on behalf of the participant, I hereby release, discharge and agree to hold harmless SSCM, its employees, volunteers, officials, sponsors, and the agents, employees, officers, and directors of said persons or entities from any and all claims, demands, costs, expenses, and compensation arising out of or in any way related to any injury or damage that may result to said participant, including any physical or other injury or death caused by the negligence of any person or entity described above.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them, from any loss, liability, damage, or cost releasees may incur, including reasonable attorney fees and costs, due to the presence of the undersigned or such children in, about, or upon the premises of SSCM or in any way observing, or using the facilities, or equipment, or participating in any program affiliated with SSCM whether caused by the negligence of releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned and such children due to the negligence of releasees or otherwise while in, about, or on any premises associated with SSCM and/or while using any premises, facilities or equipment or participating in any program affiliated with SSCM. The UNDERSIGNED, for myself and on behalf of such children, our heirs, assigns and next of kin, acknowledge that participation in such outdoor activities as boating, water skiing, wake boarding, other towing activities such as banana boating or inner tubing; swimming; wading; kayaking, hiking, diving, rock jumping necessarily involves physical risks including risk of severe, permanent physical injury including bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. For myself, and on behalf of such children, our heirs, assigns and next of kin, we willingly and voluntarily accept and assume all such risk.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Any disputes will be litigated in the County of San Joaquin and the prevailing party is entitled to reasonable attorney fees and costs.

THE UNDERSIGNED IS OF LEGAL AGE, HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AND FURTHER AGREES THAT NO ORAL MODIFICATIONS, REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I HAVE READ THIS RELEASE.

Date: \_\_\_\_ / \_\_\_\_/ 2019

Signature of Adult Participant or Parent

Name of Child in Program or Adult Participant

#### Acknowledgement of Risk Form

A certain amount of risk is involved for individuals engaging in most activities on National Forests. Forest visitors engaging in these activities are expected to assume these unusual risks.

I (we) recognize the element of risk in any adventure, sport or activity associated with the outdoors. I (we) am (are) fully aware of the risks and dangers inherent in our scheduled activity such as, but not inclusive, of: boating, swimming, water skiing, wake boarding, wading, hiking, diving.

Knowing the risks and danger, I (we) understand the possible consequences of participating in such activity are as follows: severe injury or death.

I (we) certify that I (we) have the necessary skills and ability to participate in the said activity and assume full responsibility for myself (ourselves) for bodily injury, death and loss of personal property and expenses.

I (we) also agree to abide by the rules or instructions given to (us) either verbally or in writing by Sonshine Specialized Camping Ministries, Inc. I (we) further understand that Sonshine Specialized Camping Ministries, Inc. reserves the right to refuse to allow any person to participate who is judged to be incapable of meeting the rigors and requirements of participating in the said activity.

I (we) have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me (us) during the entire period of participation in the said activity.

Participants Name

Signature of Parent/Guardian

/ /2019 Date

### Sonshine Specialized Camping Ministries

P.O. Box 1527

Woodbridge, CA 95258-1527

#### SKI BOAT ACKNOWLEDGEMENT AND LIABILITY WAIVER

- Community Presbyterian Church's ROCK High School Ministry will be providing ski boats for recreational use during our week of camp. These boats, their use, and their operation are not a part of the program provided by Sonshine Specialized Camping Ministries.
- The church volunteers who are offering the use of their boats and operating them throughout the week have pledged a commitment to abide by the strictest standards and safety of California Boating Law. Nonetheless, recreational boating always involves risk of damages, injury, and loss.
- Sonshine Ministries assumes no liability for damages, injuries, or loss that may result from the use and operation of these ski boats.
- By signing below you, the parent/guardian, acknowledge the individuals listed below who will be operating the ski boats.
- Because the ski boat is not a part of Sonshine's program, Sonshine needs signed, written, verification from each camper's
  parent or guardian that the camper has permission to ride in and be pulled by this additional recreational equipment. By
  signing below you, the parent/guardian, grant permission for your child to ride in and be pulled behind a boat not affiliated with
  our camping program.
- Sonshine Ministries assumes no responsibility in notifying parents that their students will be using equipment not normally used in our program and not operated by our staff.
- The leadership of Community Presbyterian Church assumes full responsibility for clearly communicating to parents that the sponsoring organization is supplying additional equipment which is not part of Sonshine's program and all benefits, routine inspections, and safety controls which come from that program.
- We agree to this arrangement and we hold harmless Sonshine Specialized Camping Ministries, Inc. for any loss, damage, injury sustained by the undersigned by acts of the staff and volunteers of the sponsoring church (Community Presbyterian Church) in regard to the additional ski boats the sponsoring organization is adding to S.S.C.M.'s program.
- The following individuals will (*or may*) be ski boat operators during this week of camp, serving as volunteers for Community Presbyterian Church:
  - Michael Hicks
  - Keith Haisley
  - Pete Popovich
  - Todd Hogenson
  - Kevin Cuny
  - Mark Appleget
  - Craig McCullum
  - Tom Afdahl
  - Brian Schmidt
  - Marc Meadors

Name of Student/Participant:

Name of Parent/Guardian:

Parent/Guardian Signature:

Parent/Guardian Driver's License Number:

- Paul Glasson
- Ed Stracke
- George Cutler
- Mark Westgate
- Tracy Wisenor
- Kent Wisenor
- Casey Taylor
- Steve Comes
- Jess Ann Meadors
- Tami Afdahl

- Eric Wolford
- Mark Thornton
- Larry Seiler
- John Mulsante
- Dave Myers
- Bryan Dillingham
- Dan Sampson
- Wayne Gross
- Chris Callahan

	(Print Name)
	(Sign)
State:	

(Sonshine Ministries requests this for identification verification)