

Activity Permission Including Assumption of Risk, Release of Liability, and Indemnification Agreement

IMPORTANT – THIS IS A LEGAL DOCUMENT
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING

This Agreement must be completed in order to participate in the _____ (Name of Event), hereinafter referred to as "Event."

Participant (print full name): _____
I, the undersigned, am the Participant or the Parent and/or Legal Guardian of the minor Participant. I am familiar with the activities that take place in the Event, as described on the Disclosure contained herein.

ASSUMPTION OF RISK: I will participate or authorize the Participant to participate in this Event. I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Event that may expose the Participant to illness, injury, or death. Participant or Parent/Guardian freely and voluntarily participates or allows participation in the Event with the knowledge of the danger involved and hereby agrees to assume any and all risk of illness, injury, or death. Participant may decline to participate in any activity of the Event without having to give any reason.

RELEASE OF LIABILITY AND INDEMNIFICATION: Neither the Episcopal Diocese of Utah nor _____ ("Parish") is an insurer of Participant's behavior, actions, or participation in the Event, and the Diocese and Parish assume no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Event activities. Participant or Guardian/Parent releases and indemnifies and holds harmless the Diocese and the Parish, and their officers, employees, and agents (the Parties Released) from any liability whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or any third party, or loss or damage to any property belonging to Participant or any third party, arising out of or related to Participation in the Event, excepting only such loss, damage or injury as may be caused by the sole negligence of the Parties Released.

JURISDICTION AND VENUE: The venue of any lawsuit arising out of or related to participation in the Event will be the state or federal courts located in Salt Lake County, State of Utah, and this Agreement will be governed by and construed in accordance with the laws of the State of Utah, without application of any principles of choice of law. If any portion of this Agreement is held invalid by a court of law, the remainder will, notwithstanding, continue in full force and effect.

ATTORNEY FEES AND COSTS: Participant or Parent/Guardian will pay any attorney fees and costs incurred by the Diocese or Parish in enforcing this Agreement.

Participant or Parent/Guardian has carefully read the terms of this Agreement and fully understands their content and is aware that this is a Release of Liability and a contract between Participant or Parent/Guardian and the Diocese and Parish, and signs it of his or her own free will.

____ (initial) I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement will bind my heirs and personal representatives.

Signature of Participant _____ Date _____

____ (initial) I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Parent/Guardian of the Participant and that I understand the terms of this Agreement. I also acknowledge that this Agreement will bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Parent and/or Legal Guardian of Participant _____ Date _____

Signature of Witness (anyone over 18) MUST BE SIGNED _____ Date _____

Participant Address: _____ Parent/Guardian telephone number(s): _____

Person(s) to be notified in case of emergency: _____ Telephone number(s): _____

In the event of an emergency, the Parent/Guardian and/or the emergency contact(s) will be notified as soon as possible. No diagnosis, treatment, or care will be withheld if a Parent/Guardian or other responsible person cannot be reached.

Disclosure

This Event involves a variety of activities that often include transportation, warm-ups, games, group initiative activities, outdoor activities, _____ and other rigorous physical adventure activities. An activity may require swimming, climbing, balancing, pulling oneself up, carrying or lifting other participants, and a risk of falling. The level of participation in all Event activities is at all times completely up to the Participant's choice. Parish staff or adult volunteers will accommodate Participants with physical limitations where reasonably able to do so.

Parent/Guardian _____ Date _____ Signature of Participant or _____
Page 1 of _____

Personal and Medical Information, Authorization to Treat and/or Transport, and
Authorization to Release

This document must be completed in order to participate in the activities associated with this Event.

Participant (print full name): _____

Please check the statements applicable to the Participant, and provide the requested information:

- Participant does not have any medical condition that would prevent full participation in the Event, except:

- Participant is allergic to the following foods or medicines: _____
- Participant is currently taking medications. Participant will bring all such medications necessary, and such medications will be well-labeled. All medications, including over-the-counter, brought by Participant must be surrendered at the time of check-in to the Event medical staff and will be distributed by such staff as needed and as described in this Release. Names of medications and concise directions for seeing that the Participant takes such medications, including dosage and frequency of dosage, are as follows:

Signature: _____ Date: _____

- No medication of any type, whether prescription or non-prescription, may be administered to Participant unless the situation is life-threatening and emergency treatment is required.

Signature: _____ Date: _____

- I hereby grant permission for non-prescription medication (such as aspirin, throat lozenges, cough syrup) to be given to Participant, if deemed appropriate.

Signature: _____ Date: _____

- In the event of an emergency, I hereby give permission to transport Participant to a hospital for emergency medical or surgical treatment. I can be reached as follows:

Signature: _____ Date: _____

Telephone number(s): _____

Other emergency contact(s):

Name: _____ Telephone number(s): _____

Name: _____ Telephone number(s): _____

Name: _____ Telephone number(s): _____

In the event of an emergency, the Parent/Guardian and/or the emergency contact(s) will be notified as soon as possible. No diagnosis, treatment, or care will be withheld if a Parent/Guardian or other responsible person cannot be reached.

- Participant has adequate health insurance to cover the costs of treatment in the event of any illness or injury as follows:

Carrier: _____ Insurance Identification Number: _____

Carrier Address: _____ Carrier Telephone Number: _____

The Diocese, Parish and their employees and agents will not release or disclose any personal information contained in this Release, except to such Diocesan and Parish staff as necessary to comply with the information provided above, and to such medical personnel as necessary to obtain medical treatment for Participant.

The information provided in this Release is correct to the best of my knowledge. I understand that in signing this document, I authorize verification of this information through communication with any person or organization named herein. I release from liability the Diocese, the Parish and any person or organization which provides such information. In the event of any changes in the above information, I will provide it to the Diocese and Parish staff in writing.

Signature of Parent and/or Legal Guardian of Participant

Date