

## ANNUAL WAIVER AND ASSUMPTION OF RISKS

I, \_\_\_\_\_ (Name of Parent/Guardian), am the parent / legal guardian of  
\_\_\_\_\_ (Name of minor) hereinafter, "my child", who was born on \_\_\_/\_\_\_/\_\_\_.

My child is attending and participating in the activities of Christ Fellowship Church, 260 Victory Lane, Kingsport, TN 37664.

I give permission for my child to participate in the activities connected with Christ Fellowship Church for the remainder of the 2019 calendar year (**January 1, 2019 – December 31, 2019**). I understand that my child will participate in various activities throughout this time period. By signing below, I acknowledge my child's participation as a volunteer in the upcoming programs or events (hereinafter the "Program") as operated or sponsored by Christ Fellowship Church (hereinafter the "Church"):

In consideration for the Church allowing my child to participate in Church's Program activities, including but not limited to attendance and travel (hereinafter the "Activities"), I fully acknowledge the risks to which my child will be exposed by volunteering to participate, and I hereby assume all such risks and waive all future claims against the Church for any property damage, personal injury, or death arising out of, or in any way connected with, the Activities in which my child will participate, including the Activities, whether conducted on the Church's premises or elsewhere, and including, but not limited to, any injury to person or property caused, in whole or in part, by the acts or omissions of the Church, its officers, directors, employees, agents, assigns, managers, contractors or members. The known risks assumed hereby may include, but are not limited to, vehicular collision, air traffic injury, recreational accident, drowning, insect or animal bite, and exposure to disease.

## POWER OF ATTORNEY FOR HEALTHCARE

In the event of an emergency and when I cannot be contacted I also authorize a representative of Christ Fellowship Church to consent to medical care for my child (a copy of my insurance card is attached to this form). It is understood that this authorization is given in advance of any special diagnosis, treatment, or hospital care being required, but is given to provide authority and power on the part of the supervisor and his/her authorized designee, in the exercise of his/her best judgment of what is advisable for my child's care, upon advice of such physician, surgeon or provider.

**Child's Name:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Name of Parent/Guardian:** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **LEGAL FORM**

### **CF Adult for Minor Missions Trip or Project Participant Release and Indemnification Agreement**

In consideration of the undersigned's application for participation in a missions trip or project sponsored by Christ Fellowship, of Kingsport, Tennessee (the "Church") and as an inducement to the Church to organize the missions trip or project and permit the undersigned's participation, it is agreed as follows:

The undersigned hereby fully and forever releases and waives and agrees not to cause to be brought any claims, demands, actions, or causes of action of any possible kind and nature whatsoever that the undersigned or the assigns of the undersigned or any next best friend might assert, including, without limitation, claims for personal injury, wrongful death, or property damage, whether or not absolute now or unknown, or otherwise against the Church or any of its Board members, officers, employees (including, but not limited to, pastors), agents and volunteers (collectively referred to herein as the "Releasees") by reason of, arising out of, or relating to the undersigned's participation in a Church missions trip or project.

The undersigned further agrees to indemnify, defend and hold the Releasees harmless from damages, including, without limitation, special, incidental and consequential damages, losses or expenses suffered, awarded, or paid, directly or indirectly, as a result of any and all claims, causes of action, suits, proceedings, demands, judgments, assessments, and liabilities, including attorney's fees incurred in litigation or otherwise, assessed or sustained by or against the Releasees by reason of, arising out of or relating to the undersigned's participation in a Church missions trip or project.

The undersigned further agrees that this Release and Indemnification Agreement (the "Agreement") is binding upon the undersigned's heirs, executors, administrators, assigns and legal representatives; that this Agreement releases all successors, assigns and legal representatives of the Releasees; and that this Agreement is to be governed by the law of the State of Tennessee.

The undersigned further agrees that the execution of this Agreement is continuing in nature; it is the undersigned's knowing and voluntary act; the undersigned does not intend to participate in the missions trip or project until and unless the undersigned has had full opportunity to the undersigned's satisfaction to inspect and determine the scope of the missions trip or project and receive all information from the leader(s) or Church Mission Department which bear on the

undersigned's decision to participate (including the risks involved); the undersigned is under no duress or undue influence to execute this Agreement; and that participation in the missions trip or project shall be deemed, under Tennessee law, to be an express assumption by the undersigned of any and all risks which are, or might be, associated with the missions trip or project, including any negligence on the part of any and all Releasees.

The undersigned grants full permission to the Church to use any photographs, videotapes, motion pictures, recordings, or any other records or documents of the missions trip or project and to do so without notice or compensation to the undersigned. The undersigned acknowledges that the Church has made available applications for travel insurance and agrees that it is the undersigned's responsibility to purchase travel insurance.

The undersigned assumes responsibility for full payment of the published and announced cost of the missions trip or project, agrees to pay any outstanding balance upon request by the Church; and agrees that any and all costs incurred by the undersigned during the missions trip or project, including, without limitation, costs due to health problems, emergencies and death, are the responsibility of the undersigned or the estate of the undersigned.

The undersigned certifies that the information provided in the undersigned's application for participation in the Church missions trip or project is true, complete and correct and acknowledges that the undersigned has read and understands this Agreement; that the undersigned has not relied in signing this agreement on any statement, oral or otherwise, by the Church; and that it is the undersigned's intention with this Agreement to make a complete, general and unconditional release of any and all claims whatsoever against the Releasees as set forth above.

I state I am the parent or legal guardian as defined by the state of Tennessee of:

Minor's Name \_\_\_\_\_(printed) and I am legally signing this document on his/her behalf for participation on a Christ Fellowship mission trip or project. I understand and agree that this signed document and all provisions contained within will apply to the minor I am representing.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Printed Name: \_\_\_\_\_