

## Waiver and Release of Liability

In consideration for the right to participate in activities sponsored by Westminster Presbyterian Church, Lubbock, Texas, I hereby release and agree to defend, indemnify, and hold harmless Westminster Presbyterian Church, Lubbock, Texas, hereinafter called Church, its agents, servants, elders, employees, insurers, successors, and assigns from any and all claims, incidents, demands, causes of action, damages or suits at law, and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, and all other forms of damages of every type or kind, including but not limited to punitive damages, attorneys' fees and costs of suit, on account of or in any way related to or growing out of the presence or involvement of myself and the minor children (names listed on the Registration card) whom I have legal guardianship while participating in the activities of Westminster Presbyterian Church's Vacation Bible School for 2019.

This waiver and release is intended to and does release the Church from any and all liability for damages or injuries on account of, or in any way related to, or growing out of my negligence, the negligence of third parties and the Church's negligence, including the Church's gross negligence. This is not intended to release the Church from any liability resulting from the Church's intentional conduct.

I further covenant and agree not to institute any claims or legal action against the Church, Lubbock, Texas, for any claim released by this Agreement. I further agree that should any claim be made against the Church in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend, and completely indemnify (reimburse) the Church for any such claim and expenses including attorney's fees and costs incurred by the Church in defending themselves or security indemnity hereunder.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Westminster Presbyterian Church, Lubbock, Texas, for any costs the Church may incur because a claim or legal action is brought in violation of this Agreement by myself, or on behalf of the child(ren) listed on the Registration card.

I am signing this Agreement freely, voluntarily, and competently, am at least eighteen (18) years of age, and am representing that I am the parent or legal guardian of the minor child mentioned on the Guest card and I am acting in such capacity. I agree that I am fully responsible and agree to save, hold harmless, and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act, and release said parties on behalf of the minor and the parents or legal guardian.

**Signature of Legal Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Cell:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City, State, Zip** \_\_\_\_\_

### Medical Release Form

Name of Student: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

We, the undersigned parent(s) or legal guardian(s) of the above-named minor, know that I may not be available to authorize medical care of said minor child and I wish to appoint someone to act in my place in my absence and to give such authorization. This authorization is intended to give the Student Ministry leaders at Westminster Presbyterian Church the right to give consent to authorize emergency medical care.

It is intended that this document be presented to the physician or appropriate hospital or medical representative at such times as the medical care shall be authorized. It is intended that this authorization relieves the physician, dentist, or other person rendering such care at the hospital or institution in which such care is given, from any liability resulting from the failure of me, the parent or guardian of the above-named minor, from signing a consent or authorization to render such care. It is the intent that the above named guardian shall act in my stead in making such decisions.

I have put the important medical facts, if any, on this form. The medical facts are intended to help the doctor in deciding what treatment is to be given, but are in no way intended to restrict the giving of authorization or consent by the above named guardian. I understand that this form is in effect from the date signed and that it is my responsibility to inform MWMA, Inc. of any changes to this form.

\_\_\_\_\_  
(Signature of Parent)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Student Ministry Director)

\_\_\_\_\_  
(Date)

**Emergency Contact Information:**

Name: \_\_\_\_\_ Relationship to Student: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home/Work Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship to Student: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home/Work Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

**Health Insurance Information:**

Company or Organization: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Name of Policy Holder: \_\_\_\_\_

Policy or Contract Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Physician Information:**

Physician's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Hospital Preference: \_\_\_\_\_

Date of Minor's Last Tetanus Shot (if known): \_\_\_\_\_

Do you have a medic alert tag, and for what condition: \_\_\_\_\_

Known Allergies (food, insects, medication, other): \_\_\_\_\_

Do you carry medication for your allergies (If yes, list medications and dosages):

Current medications, dosages, and how often they are taken (include herbal, and over the counter, as well as prescription medications, including birth control pills):

Medical history (including medical conditions or other important facts that should be known):

## Photo Release

***I give permission for Westminster Presbyterian Church to use my child's photos.***

***Please circle one:    YES        NO***

If circled 'Yes' above, I hereby grant Westminster Presbyterian Church of Lubbock, TX permission to use photographic portraits, pictures, digital images or video of my child, in which my child may be included in whole or part for any lawful purpose including but not limited to printed publications, video presentations and/or online.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_