

ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT WITH WESTGATE CHURCH AND AUTHORIZATION TO TREAT A MINOR

Participant Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Birth Date: _____ Birth City and County: _____ Country of Citizenship: _____

Name of Father, Mother, and/or Legal Guardian: _____

Telephones Where Parents/Guardians May Be Contacted (in emergency): _____

MEDICAL INFO/HISTORY

Medical Insurance Company: _____ Policy #: _____ Group #: _____

*** A PHOTOCOPY OF YOUR MEDICAL INSURANCE CARD MUST BE ATTACHED WHEN THIS FORM IS HANDED IN**

Family Physician: _____ Phone (with Area Code): _____

Date of last Tetanus booster _____

To the best of my (our) knowledge, the participant named above has been, has NOT been exposed to a communicable disease.

If yes, what is the disease? _____

Allergies to Drugs or Goods: _____

Any Special Medications or Pertinent Information: _____

List any other information regarding your child's health that a doctor should know: _____

Signature of custodial parent/legal guardian on behalf of minor participant, or own signature if over age 18.

Signature: _____ **Date:** _____

This waiver of liability will remain effective through the duration of participation with WESTGATE CHURCH unless revoked in writing by the undersigned and delivered to the aforesaid agent. It is the sole responsibility of the undersigned to complete new information as necessary, OR at the start of each school year.

In consideration for being allowed to participate and/or have a minor child participate in recreational activities defined as guided, WESTGATE CHURCH activities offered and/or provided by WESTGATE CHURCH, a California non-profit corporation, (hereafter collectively referred to as WESTGATE CHURCH), I (we) hereby acknowledge and agree as follows:

- 1. Assumption of Risks.** Participation in WESTGATE CHURCH activities is voluntary. I (we) understand that WESTGATE CHURCH activities may consist of dangerous sports which can result in bodily injury, death, and/or damage to property for many reasons, including but not limited to rafting, rock climbing, snow boarding, snow skiing, water skiing, wave running, backpacking, driving, or accidents involving third parties known and unknown to WESTGATE CHURCH, equipment failure, malfunction or misuse, drowning, falls, ill health, including illnesses and injuries brought about by participating in activities, weather conditions such as storms and lightening, venomous insects and snakes, wild animals, the training, acts, omissions, recommendations or advice given by WESTGATE CHURCH concerning rafting, rock climbing, snow boarding, snow skiing, water skiing, wave running, backpacking and related activities such as transportation to and from the site, and camping, first-aid, emergency treatment or other services rendered to me (us) or others, including any minor child of mine (ours). I understand and acknowledge that the above list of reasons is not complete or exhaustive. I **(we) accept and hereby assume all risks of injury, death, illness or disease, or other damage to myself (us), to others or to my (our) property, which arise from participation in the referenced activities.** **Initial Here:** _____
- 2. Release.** I (we) hereby voluntarily release, and forever discharge WESTGATE CHURCH and its subcontractors, employees, agents, officers, directors, and all other persons or entities, including other participants, (hereafter collectively "the released parties") from all liability, claims, demands, actions or causes of action for bodily injury, death, illness disease or damage to myself, to any participating minor child of mine (ours), or to my property, which are related to, arise out of, or are in any way connected with participation in the above referenced activities, including but not limited to those arising from any negligent or reckless acts or omissions or breach of contract of the released parties, or hidden defects in the equipment used. This release is intended to be as broad and inclusive as permitted by California law, and shall be construed and interpreted under California law. If any portion, clause or sub-clause is held invalid, I agree that the balance shall continue in full force and effect.
- 3.** If WESTGATE CHURCH or anyone on its behalf is required to incur attorney's fees and costs to enforce this agreement against me (us), I (we) agree to indemnify and hold them harmless from all such fees and costs.
- 4.** I (we) certify that participant is fully capable of participating in these activities. Participant agrees to follow all rules and instructions of the released parties while participating in the above activities.
- 5.** I (we) acknowledge and agree that by signing this document, I (we) am giving up the right to sue the released parties for any damages I (we) suffer or any minor child of mine (ours) suffers while participating in the above referenced activities, even if the released parties negligently cause said damages. I have read and understand this entire document. It is effective and binding upon me, my heirs, assigns, personal representatives, estate, and any minor child of mine who is participating in these activities.
Initial Here: _____
- 6.** I (we) acknowledge that I (we) am not relying on any oral, written or visual representations or statements made by the released parties, including those made in released parties' brochures or other promotional material. I (we) agree that WESTGATE CHURCH may use photos of any trip or activity (including or excluding photos of my child) for its promotional and/or commercial purposes.
- 7.** Further, I (we) authorize WESTGATE CHURCH and its leaders, servants, pastors or employees who are 18 years of age or older, who supervise the activities at the WESTGATE CHURCH into whose care my (our) child has been entrusted, to consent to medical care or dental care, or both, for my (our) child under Sections 6901, 6902 and 6910 of the *California Family Code*. The authority granted by this authorization includes the authority to 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 physician and surgeon licensed under the *Medical Practice Act* for my child. This authority also extends to any x-ray examination, anesthetic, dental or surgical diagnosis or treatment and hospital care by a dentist licensed under the *Dental Practice Act* for my child. I (we) further authorize WESTGATE CHURCH and its leaders, servants, pastors or employees who are 18 years of age or older who supervise the activities at WESTGATE CHURCH to receive physical custody of my (our) child, under Section 1283(a) of the *California Health and Safety Code*, upon completion of any treatment, and I (we) specifically instruct any treating health facility to surrender physical custody of my (our) child to the pastor and his/her leaders, servants, or employees who are 18 years of age or older who supervise the activities at WESTGATE CHURCH. **Initial Here:** _____

**THIS FORM MUST BE FILLED OUT COMPLETELY AND ON FILE WITH WESTGATE CHURCH
(1735 Saratoga Ave, San Jose CA 95129) OR STUDENT WILL NOT BE ALLOWED TO ATTEND ACTIVITY**