

Father & Son Beach Camp 2018 Waiver Forms

1. All adults must fill out the form entitled: ADULT EXPRESS WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT (found on page 2)
2. All children accompanying their father must have form filled out in their name entitled: PARENTAL AUTHORITY RELEASE OF LIABILITY AGREEMENT (found on page 3)
3. All children attending with someone other than their father must have a form filled out in their name entitled: PARENTAL AUTHORITY TO CONSENT TO TREATMENT OF MINOR AND RELEASE OF LIABILITY AGREEMENT (found on page 4)

All filled out forms must be returned to Tim Bohler or the Foothill Bible Church office.

ADULT EXPRESS WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT (California Form)

IN CONSIDERATION for being allowed to participate in the **2018 Father & Son Beach Camp** (herein "Activity") organized and facilitated by **Foothill Bible Church** (herein "Entity") the Undersigned does hereby agree to this express waiver of liability against Entity, and makes the release and indemnity agreement with Entity set forth below.

The Undersigned, for themselves, and their personal representatives, assigns, heirs, and next of kin, and each and every one of them:

1. Is fully aware of the risks and hazards inherent in engaging or participating in Activity, including, but not limited to, the possibility of injury, paralysis, or death, and voluntarily assumes all risks of loss, damage, injury, or death that may be sustained in engaging or participating in Activity.
2. Hereby voluntarily releases, discharges, waives, and relinquishes any and all claims, actions, or causes of action for personal injury, property damage, or death each may have against Entity, its directors, officers, members, affiliated entities, subsidiaries, agents, attorneys, employees, representatives, successors, heirs, licensees, assigns, and all persons acting in concert and participating with it (hereinafter collectively referred to as "Released Party") occurring or arising as a result of the Undersigned's participation in Activity on the premises of Entity, and any instruction or supervision related to said activity, save and except only those claims due to Entity's fraud or willful injury to persons or property, or violation of law, whether willful or negligent.
3. Hereby covenants that this Agreement shall apply to all unknown and unanticipated claims, injuries, causes of action and damages, as well as any known claims, and waives the provisions of Section 1542 of the California Civil Code, and the similar provisions in any other state of the United States or the common law, which provide: "A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
4. Hereby agrees to indemnify, defend, save and hold harmless the Released Party from any loss, liability, damage, cost, or attorneys' fees it may incur due to any action of the Undersigned occurring from their participation in Activity on the premises of Entity.
5. Hereby agrees that if any part of this Agreement, for any reason, is held by a Court or Arbitration Panel of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

The Undersigned hereby warrants that the foregoing statements are true and correct and that the Undersigned understands that the Entity has relied upon such warranties in entering into this Agreement, and making the premises available for use by the Undersigned.

No oral representations, statements, or inducements have been made by or between the parties to this Agreement with respect to the subject matter of this Agreement, apart from the matters set forth within this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN EXPRESS WAIVER OF LIABILITY AND A RELEASE AND INDEMNITY AGREEMENT BETWEEN MYSELF AND ENTITY, AND SIGN IT OF MY OWN FREE WILL.

Dated: _____, 2017

Print Name of Adult Participant

Signature of Adult Participant

PARENTAL* AUTHORITY RELEASE OF LIABILITY AGREEMENT
(California Form: * "Parental" or "Parent" also means "Guardian")

Foothill Bible Church

Herein "Parent"

Herein "Organization"

Herein "Minor"

The above-named Parent of the Minor voluntarily releases, discharges, waives and relinquishes all claims that they may have against Organization, its officers, employees and volunteers, for any and all claims, actions, or causes of action for personal injury, property damage or death occurring to Minor arising out of Organization's administration of or failure to administer medicine or medication to Minor, save and except only those claims due to Organization's fraud or willful injury to the person or property of Minor or violation of law, whether willful or negligent.

These authorizations shall remain effective until revoked in writing delivered to said Agent.

No oral representations, statements have been made by or between the parties to this Agreement with respect to the subject matter of this Agreement apart from the matters set forth within this Agreement.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AGREEMENT BETWEEN PARENT AND ORGANIZATION, AND SIGN IT OF MY OWN FREE WILL.

Dated

Parent's Name

Parent's Signature

PARENTAL * AUTHORITY TO CONSENT TO TREATMENT OF MINOR AND RELEASE OF LIABILITY AGREEMENT

(California Form: * "Parental" or "Parent" also means "Guardian")

Foothill Bible Church

Herein "Parent"

Herein "Organization"

Herein "Minor"

Herein "Agent"

The above-named Parent of the Minor has entrusted the Minor into the care of the Agent, an adult, and a duly authorized representative of the Organization, while the Minor participates in an activity sponsored by the Organization, and for the welfare of the Minor.

The Parent does hereby authorize the Agent as agent for the undersigned to consent to any X-ray, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or special Country in which the medical care is being sought, and on the medical staff of any hospital; or to consent to any X-ray examination, anesthetic, dental or surgical diagnosis or treatment to be rendered to the Minor by any dentist licensed under the California Dental Practice Act or the laws of the State or Country in which the dental care is being sought.

It is understood that this authorization is given in advance of any X-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care being required but is given to provide authority and power on the part of the Agent to give specific consent to any and all such examination, anesthetic, treatment, or hospital care which the aforementioned surgeon, physician and/or dentist, in the exercise of his/her best judgment, may deem advisable.

This authorization is given pursuant to the provisions of Section 6910 of the Family Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being sought.

The Parent hereby authorizes any hospital which has provided treatment to the Minor to surrender physical custody of the Minor to the Agent upon the completion of treatment. This authorization is given pursuant to Section 1283 of the Health and Safety Code of California, and similar provisions of the laws of the State or Country in which the medical or dental care is being provided.

The Parent hereby agrees to fully pay all costs of medical or dental care incurred for the Minor by the Agent, or the Organization, under this authorization.

Furthermore, Parent voluntarily releases, discharges, waives and relinquishes all claims that they may have against Agent or Organization, its officers, employees and volunteers, for any and all claims, actions, or causes of action for personal injury, property damage or death occurring to Minor arising out of Organization's administration of or failure to administer medicine or medication to Minor, save and except only those claims due to Organization's fraud or willful injury to the person or property of Minor or violation of law, whether willful or negligent.

These authorizations shall remain effective until revoked in writing delivered to said Agent.

No oral representations, statements have been made by or between the parties to this Agreement with respect to the subject matter of this Agreement apart from the matters set forth within this Agreement.

I HAVE CAREFULLY READ THIS CONSENT TO TREATMENT OF MINOR AND RELEASE OF LIABILITY AGREEMENT BETWEEN PARENT AND ORGANIZATION, AND SIGN IT OF MY OWN FREE WILL.

Dated

Parent's Name

Parent's Signature

Family Code of California, Section 6910 The parent, guardian, or caregiver of a minor who is a relative of the minor and who may authorize medical care or dental care under Section 6550, may authorize in writing an adult into whose care a minor has been entrusted to consent to medical care or dental care, or both, for the minor.

Family Code of California, Section 6901 "Dental Care" means X-ray examination, anesthetic, dental or surgical diagnosis or treatment, and hospital care by a dentist licensed under the Dental Practice Act.

Family Code of California, Section 6902 "Medical Care" means 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.

Health & Safety Code, Section 1283(a) No health facility shall surrender the physical custody of a minor under 16 years of age to any person unless such a surrender is authorized in writing by the child's parent, the person having legal custody of the child, or the caregiver of the child who is a relative of the child and who may authorize medical care and dental care under Section 6550 of the Family Code.

INSURANCE, PARENT and MEDICAL INFORMATION

Copy of Insurance Card:
or if unavailable
INSURANCE COMPANY _____

PARENT TELEPHONE NUMBERS: Home _____
Work _____ Cell _____

POLICY # _____

ADDRESS _____

DIABETES,
POLICY HOLDER _____

SPECIAL MEDICAL CONDITIONS OF MINOR, SUCH AS
ALLERGIC REACTIONS and MEDICATIONS: _____

CLAIMS TELEPHONE _____

PHYSICIAN NAME _____
TELEPHONE _____