

## **WAIVER AND RELEASE OF LIABILITY**

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This Waiver and Release of Liability (“Waiver”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Denton Bible Church (the “Church”) and \_\_\_\_\_ [name of participant] (“Participant”).

**DBSM Great Adventure 2020**  
Participant desires to participate in **Middle School Trip** [describe activity] (the “Activity”) on the Church’s premises or as part of an off-premise Church activity.

In consideration of being permitted to participate in the Activity, Participant agrees as follows:

I RELEASE, WAIVE ALL CLAIMS AGAINST, DISCHARGE AND COVENANT NOT TO SUE THE CHURCH, OR ANY OF THE CHURCH’S ELDERS AND EMPLOYEES, INCLUDING BUT NOT LIMITED TO PASTORS, STAFF AND OTHER EMPLOYEES, MEMBERS, REPRESENTATIVES, OR VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS “CHURCH REPRESENTATIVES”) WITH RESPECT TO MY PARTICIPATION, INCLUDING WITHOUT LIMITATION ATTENDANCE AT, OBSERVATION OF, OR BEING OTHERWISE INVOLVED IN THE ACTIVITY (“PARTICIPATION”), WHETHER MY CLAIM OR THE CLAIM OF ANYONE ON MY BEHALF IS BASED ON OR ARISES OUT OF PERSONAL INJURY, DEATH OR INJURY TO PROPERTY AND

**WHETHER SUCH CLAIM IS CAUSED BY THE NEGLIGENCE OF THE CHURCH OR ANY OF THE CHURCH REPRESENTATIVES.**

I ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF THE CHURCH OR ANY OF THE CHURCH REPRESENTATIVES WITH RESPECT TO MY PARTICIPATION IN THE ACTIVITY.

I agree to indemnify and hold the Church harmless from the claims of any third party arising as a result of my participation in the Activity.

I HAVE READ THIS WAIVER IN ITS ENTIRETY AND I UNDERSTAND THAT BY SIGNING THIS WAIVER I AM RELEASING ALL FUTURE CLAIMS I MAY HAVE AGAINST THE CHURCH AND ANY CHURCH REPRESENTATIVES WITH RESPECT TO MY PARTICIPATION IN THE ACTIVITY.

PARTICIPANT(s):

Signature(s):

Signature(s):

Printed Name(s):

PARENT OR GUARDIAN OF PARTICIPANT, ON BEHALF OF PARTICIPANT (if under 18):

Signature:

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

on behalf of \_\_\_\_\_ [minor Participant's name]

## **PHOTO CONSENT**

### **WAIVER AND RELEASE OF LIABILITY**

Your child(ren)'s photograph(s) may be used as part of the Denton Bible Church website and promotional materials.

You hereby grant Denton Bible Church a worldwide, gratuitous and non-exclusive license to copy, use, modify, reproduce, display, adapt, and transmit your child(ren)'s photograph for use on the Denton Bible Church website and promotional materials and to permit users of the website to view, download, and print photographs.

You have the right to revoke your consent to future use of your child(ren)'s photograph at any time by contacting us at the address or phone number below.

If you have any questions, at any time, please email [churchlife@dentonbible.org](mailto:churchlife@dentonbible.org) or write to Denton Bible Church Churchlife, 2300 East University Drive, Denton TX 76209, or call 940-297-6700

This Waiver and Release of Liability ("Waiver") is entered into on the \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_, by and between Denton Bible Church (the "Church") and

\_\_\_\_\_ [full name of individual].

I, HEREBY CONSENT TO AND AUTHORIZE DENTON BIBLE CHURCH (THE "CHURCH") TO TAKE AND USE PHOTOGRAPH AS TAKEN ON FOR THE PURPOSE OUTLINED ABOVE.

I UNDERSTAND THAT THIS CONSENT IS VOLUNTARY AND MAY BE REVOKED AT ANY TIME. I ALSO UNDERSTAND THAT PHOTOGRAPHS MAY OR MAY NOT BE DISPLAYED ON THE CHURCH WEBSITE OR PROMOTIONAL MATERIALS.

I RELEASE, WAIVE ALL CLAIMS AGAINST, DISCHARGE AND COVENANT NOT TO SUE THE CHURCH, OR ANY OF THE CHURCH'S ELDERS AND EMPLOYEES, INCLUDING BUT NOT LIMITED TO PASTORS, STAFF AND OTHER EMPLOYEES, MEMBERS, REPRESENTATIVES, OR VOLUNTEERS (COLLECTIVELY REFERRED TO HEREIN AS "CHURCH REPRESENTATIVES") WITH RESPECT TO THE PUBLICATION, REPRODUCTION, DISTRIBUTION, MODIFICATION, COLLECTION, DISCLOSURE OR ANY OTHER USE OF MY CHILD(REN)'S PHOTOGRAPH.

I ACKNOWLEDGE THAT THE CHURCH HAS NO CONTROL OVER AND IS NOT RESPONSIBLE FOR ANY USE OR MISUSE INCLUDING, BUT NOT LIMITED, TO ANY ALTERATION, MODIFICATION, REUSE OR DISTORTION OF MY CHILD(REN)'S PHOTOGRAPH THAT MAY OCCUR OR BE CAUSED BY THIRD PARTIES. THE CHURCH WILL NOT BE MONITORING AND HAS NO CONTROL OVER THIRD PARTIES' USE OR MISUSE OF MY CHILD(REN)'S PHOTOGRAPH DISPLAYED ON THE WEBSITE OR PROMOTIONAL MATERIALS.

I AGREE TO INDEMNIFY AND HOLD THE CHURCH HARMLESS FROM THE CLAIMS OF ANY THIRD PARTY ARISING AS A RESULT OF THE PUBLICATION, REPRODUCTION, DISTRIBUTION, MODIFICATION, COLLECTION, DISCLOSURE OR ANY OTHER USE OF MY CHILD(REN)'S PHOTOGRAPH.

I agree that my Child(ren)'s photograph to be used by the church will be made without any payment to me.

I HAVE READ THIS WAIVER IN ITS ENTIRETY, AND I UNDERSTAND THAT BY SIGNING THIS WAIVER I AM RELEASING ALL FUTURE CLAIMS I MAY HAVE AGAINST THE CHURCH AND ANY CHURCH REPRESENTATIVES WITH RESPECT TO THE PUBLICATION, REPRODUCTION, DISTRIBUTION MODIFICATION, COLLECTION, DISCLOSURE OR ANY OTHER USE OF MY CHILD(REN)'S PHOTOGRAPH

INDIVIDUAL:

Signature:

Printed Name:

PARENT OR GUARDIAN OF INDIVIDUAL, ON BEHALF OF INDIVIDUAL (if under 18):

Signature:

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

on behalf of \_\_\_\_\_ [minor INDIVIDUAL's name]



# MEDICAL INFORMATION FORM

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Family Physician \_\_\_\_\_ Office Number \_\_\_\_\_

Name of person (other than self) authorized to act for participant in an emergency:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Allergies (including drugs): \_\_\_\_\_

Last Tetanus Shot: \_\_\_\_\_

Please list any medications to be taken by participant and frequency:

\_\_\_\_\_  
\_\_\_\_\_

Special instructions or information:

\_\_\_\_\_  
\_\_\_\_\_

I request that in my absence the above-named student be admitted to any hospital or medical facility for diagnosis and treatment. I request and authorize physicians, dentists, and staff duly licensed as Doctors of Medicine or Doctors of Dentistry or other such licensed technicians or nurses, to perform any diagnostic procedures, treatment procedures, and operative procedures and x-ray treatment of the above minor. I have not been given a guarantee as to the results of examination or treatment. I authorize the hospital or medical facility to dispose of any specimen or tissue taken from the above-named student.

I release Denton Bible Church, its staff and volunteers from claim or liability due to sickness or injury. I attest to the fact that the above named participant is covered by an insurance policy covering illness and injury. I accept all financial responsibilities concerning any medical emergency.

PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed)

**Cave Boat Tour**  
**WAIVER AND RELEASE OF LIABILITY**

**READ CAREFULLY THESE IMPORTANT CONDITIONS FOR PARTICIPATION THAT AFFECT YOUR RIGHTS & OUR LIABILITY (Initial and sign below to confirm your agreement)**

**STOP!** Due to the natural environmental and unalterable properties of the cave's passageways, the risks of a cave boat tour, and other possible elements of risk that exist, it must be understood that this activity is NOT accessible for individuals with the following medical conditions or physical limitations:

<ul style="list-style-type: none"><li>• You have any existing injuries or other physical limitations</li></ul>	<ul style="list-style-type: none"><li>• You have a musculoskeletal disorder</li></ul>	<ul style="list-style-type: none"><li>• You have epilepsy or any other seizure disorder</li></ul>
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\_\_\_\_\_ By initialing here, the undersigned Releasor represents that Participant does not have any of the above listed conditions or any other physical, mental, or other condition that would prevent Participant from participating in Cave Boat Tour activities, and has not otherwise been advised by a medical provider not to participate in Cave Boat Tour related or similar activities. In the event that Participant has any such condition and does not disclose such condition, Participant assumes all risks arising out of such participation in the Cave Boat Tour activities.

In consideration of the opportunity to participate in certain Cave Boat Tour activities offered by Friends of the Lost River, Inc. d/b/a Lost River Cave (hereafter referred to as "Lost River"), the undersigned Releasor understands, acknowledges, and agrees as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK:** THE UNDERSIGNED PARTICIPANT, OR, IF THE PARTICIPANT IS A MINOR UNDER THE AGE OF EIGHTEEN (18), THE PARENT OR LEGAL GUARDIAN OF PARTICIPANT (THE "RELEASOR"), EXPRESSLY ACKNOWLEDGES THAT HE OR SHE UNDERSTANDS THE KNOWN AND UNANTICIPATED RISKS INHERENT IN PARTICIPANT'S PARTICIPATION IN THIS ACTIVITY AND THAT CAVE BOAT TOUR ACTIVITIES PRESENT CERTAIN RISKS THAT CANNOT BE COMPLETELY ELIMINATED AND COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY OR OTHER DAMAGE TO PERSON OR PROPERTY, OR TO THIRD PARTIES, AND THAT THESE RISKS AND DANGERS MAY BE CAUSED BY THE NEGLIGENCE OF LOST RIVER OR ITS OFFICERS, EMPLOYEES, PRINCIPALS, DIRECTORS, AGENTS, OR VOLUNTEERS, AND THESE RISKS AND DANGERS MAY ARISE FROM FORESEEABLE AND UNFORESEEABLE CAUSES. WITH FULL KNOWLEDGE OF THESE RISKS, THE UNDERSIGNED ASSUMES SAID RISKS AND ACKNOWLEDGES THAT HIS/HER AGREEMENT TO PARTICIPATE OR PERMIT PARTICIPANT'S PARTICIPATION OR USE OF EQUIPMENT IN ACTIVITIES OFFERED BY LOST RIVER IS PURELY VOLUNTARY, **AND THE UNDERSIGNED ACCEPTS FULL LEGAL RESPONSIBILITY FOR ANY INJURY THAT MAY OCCUR.**

**ACTIVITIES, HAZARDS AND RISKS:** The risk of injury or death exists, by reason of entering and exiting the watercraft; water which may be fast, deep, cold and subject to rapid change; object which may be encountered in and out of the water, and may not be obvious, including debris, trees, rocks, boulders, dams, and other hazards; the watercraft may swamp and sink and occupants may become separated from the craft; feet and other parts of the body may become entrapped in or under rocks and other objects; participants may strike or be struck by objects, other watercraft, and other persons, in and outside of the watercraft; moving on and over terrain, including the shoreline, the premises of Lost River and others, and elsewhere, which may be unstable, steep and slippery and where rocks, trees, and other objects may fall, and man-made and natural structures may fail; animals, including venomous reptiles or insects, and poisonous plants may cause harm. Injuries may be a natural consequence of the activity undertaken, as a result of the environmental hazards (including terrain, weather, and unpredictable forces of nature) or; equipment may be misused or may fail because of manufacturing defects or otherwise; collisions may occur while traveling by watercraft; activities may take place in remote places, significantly delaying emergency medical care and evacuation; a result of errors in judgment or other negligence of the staff or participants, including the failure on the part of the Lost River to take reasonable steps to safeguard or protect Participant from the risks and hazards of participating in the Cave Boat Tour activities. **In all cases, these risks, and other risks which may not be inherent, whether or not described above are hereby accepted and assumed by those who choose to participate.**

Releasor represents and agrees Participant is in good health and physical condition, and is appropriately dressed. Neither Releasor nor Participant is under the influence of alcohol, or any drug, prescription or illegal, or any other substance, that would affect or impair Releasor or Participant's judgment, in order to participate in the Cave Boat Tour activities or to execute this Agreement.

**AGREEMENT OF RELEASE AND INDEMNIFICATION AND ADDITIONAL PROVISIONS:** Releasor hereby agrees as follows: I, the undersigned, for myself and/or as parent or guardian for minor Participant, on behalf of myself, such minor Participant (if Participant is a minor), and my and such minor Participant's heirs, representatives, executors, administrators, and assigns, hereby forever voluntarily releases and discharges Friends of the Lost River, Inc. and Western Kentucky University and each of their respective affiliates, and their officers, employees, principals, directors, agents and volunteers (collectively "Releasees") from any cause of action, claim or demand of any nature whatsoever, including but not limited to a claim of NEGLIGENCE, and including without limitation liability arising from Releasees' own conduct, which I, the Participant, or my or the Participant's heirs, representatives, executors, administrators and assigns may now have, or have in the future against Releasees on any account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my or Participant's voluntary participation in Cave Boat Tour activities, whether supervised or unsupervised. Accordingly, Releasor, on behalf of Releasor and Participant, agrees and covenants not to sue or make any claim against Releasees for anything in any way related to my or Participant's activities at Lost River Cave, and Releasor, on behalf of Releasor and Participant, furthers hereby agrees to indemnify and hold harmless Releasees with respect to any claim so asserted, including without limitation attorney's fees. Releasor specifically understand that, on behalf of Releasor and Participant, Releasor is releasing, discharging and waiving any claims or actions that either might have presently or in the future for the negligent acts or other conduct by any Releasee.

**ADDITIONAL PROVISIONS:** Releasor authorizes Lost River to provide or obtain for Participant such medical care as it considers necessary and appropriate, and Releasor agrees to pay all cost associated with such care and related transportation. Any dispute between Lost River and Releasor and/or Participant will be governed by the substantive laws of the State of Kentucky (without regard to laws which might apply the laws of another jurisdiction), and any action pertaining to any such dispute shall be conducted only in that State, in the County of Warren. Releasor agrees to pay all costs and attorney's fees incurred by Lost River in defending a claim or suit brought by or on behalf of Releasor and/or Participant.

### **IMPORTANT – READ BEFORE SIGNING**

Releasor and Participant acknowledge and agree as follows:

- Although Lost River has taken reasonable steps to provide appropriate equipment and skilled guides so Participant can enjoy an activity for which Participant may not be skilled, Lost River has informed Releasor and Participant this activity is not without risk.
- Releasor and Participant understand the description of these risks is not complete and that other unknown or unanticipated inherent risks as listed in this document may result in injury or death. Releasor and Participant agree to assume and accept full responsibility for the risks identified herein and those risks not specifically identified, whether caused in whole or in part by the negligence, accidents, breaches of contract, forces of nature, or other conduct of any Releasee or others. Participant's participation in this activity is purely voluntary and Participant is participating in spite of and with full knowledge of the inherent risks.
- Releasor and Participant acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that Participant has responsibilities as a participant. Releasor and Participant acknowledge that the staff of Lost River has been available to explain to Releasor and Participant the nature and physical demands of this activity and the risks, hazards, and dangers associated with this activity.
- Releasor and Participant certify that Participant is fully capable of participating in this activity. Therefore, Releasor and Participant assume and accept full responsibility for Releasor and Participant; including all minor children in their care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those risks and dangers identified herein and those risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.
- Releasor and Participant each have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon Releasor and Participant and Releasor's and Participant's heirs, assigns, personal representative and estate and for all members of my family, including minor children.
- This Agreement is entered into voluntarily; its terms cannot be amended except in writing. Releasor and Participant understand that it is binding, to the maximum extent allowed by law, upon all persons signing below, and their respective heirs, executors, administrators, wards, minor children (whether or not they are clients) and other family members. If any part of this agreement is found by a Court or other appropriate authority to be invalid, the remainder of the agreement nevertheless shall be in full force and effect.

**In the event that this Agreement is being signed electronically, such electronic signature will have the same legal effect as the physical delivery of a paper document bearing an original pen-and-ink signature.**

\_\_\_\_\_ Releasor has carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself and Participant, my and Participant's heirs, assigns, personal representative and estate and for all members of my and Participant's family, including minor children.

PRINT Participant Name (adult or minor): \_\_\_\_\_

DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Age: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Participant Signature (adult or minor): \_\_\_\_\_

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

Signature of Parent or Guardian, if Participant is under 18 years of age: \_\_\_\_\_

Print Name: \_\_\_\_\_