

CATHEDRAL URBAN SERVICE EXPERIENCE

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

I, _____, hereby acknowledge my awareness that the participation of my child, _____, in the CUSE program, run by Christ Church Cathedral and the Episcopal Diocese of Texas, may expose my child to risks of property damage and bodily or personal injury, including injury that may be fatal. I understand that the risks to which my child may be exposed to include, but are not limited to, the following: motor vehicle accidents; injury from falls; inclement weather, injury from animal or insect bites; cuts; abrasions and puncture wounds, broken bones; muscle strains and sprains; and exposure to contagious diseases which may cause death. In addition, I understand that my child may be exposed to other risks which may not be foreseeable. I hereby assume any and all such risks for my child.

In addition, I understand that none of the following entities provide insurance coverage for my child's participation in the CUSE program and that I must obtain my own accident and health insurance for my child to participate: Christ Church Cathedral, and the Episcopal Diocese of Texas.

For the sole consideration of Christ Church Cathedral's and the Episcopal Diocese of Texas' arranging for my child to participate in the CUSE program, I hereby release and forever discharge Christ Church Cathedral, the Episcopal Diocese of Texas, their members individually, and their officers, agents and employees from any and all claims, demands, rights and causes of action of whatever kind arising from or by reason of any personal injury, property damage, or other damages or the consequences thereof, resulting from or in any way connected with my child's participation in the CUSE program.

I further covenant and agree that for the consideration stated above, I will not sue Christ Church Cathedral, the Episcopal Diocese of Texas, their members individually, their officers, agents or employees for any claim for damages resulting from or in any way connected with my child's participation in the CUSE program.

I agree that this Release, Waiver of Liability and Covenant Not to Sue is to be construed under the laws of the State Laws of Texas and that if any portion is held invalid or unenforceable, the remainder shall, notwithstanding, continue full legal force and effect.

I also understand that the CUSE program follows an alcohol and other drug-free policy, where all activities are alcohol and other drug-free.

By signing below, I hereby certify that I am at least eighteen years of age, that I have read this entire document, that I understand its terms, that I am giving up legal rights that I might otherwise have, and that I have signed it knowingly and voluntarily.

Cathedral Urban Service Experience (CUSE)

Permission and Medical Release Form

I certify that I am the custodial parent or legal guardian of the child whose name appears below and that I have full right and authority to execute and deliver this document.

In consideration of my child's being permitted to participate in the Cathedral Urban Service Experience program (the "Activity"), I execute and deliver this document, intending to be legally bound by it.

I hereby give permission to my child to participate in the Activity.

I understand that pictures and videos may be taken at or during the Activity. I hereby give permission for the use of such pictures and videos to be used for the promotion of the Cathedral Urban Service Experience, *CHURCH NAME* and Christ Church Cathedral youth programs.

I understand that local transportation will be by public transport, van or car driven by a licensed responsible adult. I am aware that participation in this trip involves certain inherent risks including but not limited to highway travel and use of public transportation.

My child will be supervised by employees or adult volunteers of *CHURCH NAME*, and reasonable care and precautions can be expected at all times.

Knowing these risks I represent and agree that my child is healthy and fully capable of participation in the Activity without causing major risk or danger, illness, or accident to him/herself or to others.

I agree that if my child is found in possession of alcohol, drugs, or weapons or is found engaging in activity that in the opinion of an adult associated with the Activity is disrespectful to other participants or adults associated with the Activity, I will be responsible for removing my child from the Activity at my own expense and without refund.

I declare that my child is covered by medical insurance and that I am responsible for any and all expenses incurred by my child whether covered under insurance or not. The insurance will cover my child for the duration of the Activity, and I understand it is my responsibility to pay for any resulting unpaid amounts.

CONSENT TO MEDICAL TREATMENT: In the event that my child requires medical attention while participating in the Activity, I understand that an adult associated with the Activity will make every reasonable attempt to contact me. In the event that I cannot be contacted, or if because of an emergency there is no time or opportunity to make contact, **I hereby authorize any adult associated with the Activity, in my name, place and stead, to give consent for medical treatment to be performed on my child, and authorize, arrange for, consent to, waive and terminate any and all medical and survival procedures on behalf of my child, including the administration of drugs, blood, surgery: or to withhold such consent. Furthermore, each Adult associated with the Activity is authorized to arrange for the entrance to and care at any hospital or other medical facility for my child and to make any other parental-type decisions with respect to medical care for my child.**

The term "Church Party" means the leaders of my church, the leaders of other churches and non-profit organizations involved, the event coordinators, the Vestry and leadership of Christ Church Cathedral, the Vestry and leadership of *CHURCH NAME*, the Bishop of Texas and the Episcopal Diocese of Texas, and their respective vestry, priests, staff, agents, servants, representatives, volunteers and employees.

The term "Claims" means all liabilities, claims, demands, actions or rights of action, losses and expenses, of whatever kind or nature, either in law or in equity, arising in connection with the Activity, **including but not limited to any of the same for or in connection with any death or bodily injury to persons or damage to property.**

For myself and my child, I do hereby fully **ACQUIT and RELEASE** each Church Party from any and all Claims, whether known or unknown, that I or my child may have with respect to or in any way connected with or arising out of the Activity. I understand and intend that the release granted herein shall extend to, and operate for the benefit of, each Church Party. This release shall include, but not be limited to, all actions and omissions of each Church Party, whether or not such acts or omissions constitute any form of negligence or gross negligence, and all actions and omissions of any Church Party taken in reliance on, or in accordance with, any written or verbal instructions to any Church Party made by me or my agents at any time.

I hereby agree to **DEFEND, INDEMNIFY and HOLD HARMLESS** each Church Party from and against any and all Claims (including, without limitation, the amount of judgments, court costs, attorneys' fees and amounts paid in settlement) arising out of or in connection with the Activity.

The right of indemnification provided in this document shall apply even if the Claim arises in whole or in part from the negligence or gross negligence of any Church Party. It is my express intention that the indemnity provided for in this document indemnify and protect each Church Party from all consequences from such Church Party's own negligence or gross negligence, whether such conduct is the sole, joint, concurring active or passive cause of any claims, losses, or damages.

I agree that the foregoing indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Texas from time to time in effect and that, if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read this Permission and Medical Release and understand its contents, and I sign it as my own free act.

I understand that the terms herein are contractual and not a mere recital.

Child's name (print) _____

Custodial Parent or Legal Guardian Signature:

_____ Date: _____

Custodial Parent or Legal Guardian Name (print):

_____ Date: _____

Participant's Name: _____ Goes by: _____

Male ___ Female ___ DOB ___ Age ___ Grade ___ T-shirt size ___

Chronic Illnesses and Disabilities

Allergies (including food, medications, building materials, and environmental factors)

Routine Medications, Dosage (amount and time)

Any other Medical Information

Any Physical or Medical Restrictions

Last Tetanus Immunization (Booster Shot) _____

Note: Prescribed medications must be in the original pharmacy container with the correct name, date, instructions and physician on the label. Over the counter medications must be in the original container and have dosage information clearly printed on the container. If my child has an inhaler or EPI pin that he/she must keep on his/her person, I have informed the adult leaders about the presence and location of these items.

Are there any over the counter medications that the participant should NOT receive if any minor symptoms develop? (eg Tylenol, Advil, Kaopectate, etc)

Insurance Information

Policy Name _____ Policy # _____ Group # _____

Insurance Company _____ Policy Holder _____

Address _____ Address _____

City _____ St _____ Zip _____ City _____ St _____ Zip _____

Insurance Company Phone # _____ Policy Holder SS# _____

Printed Name of Parent or Legal Guardian _____ Signature of Parent or Legal Guardian _____ Date _____

Home Phone # _____

Work Phone # _____

Cell Phone # _____