

# Cathedral Urban Service Experience (CUSE)

## Release Form

I certify that I am the person whose name appears below and that I have full right and authority to execute and deliver this document.

In consideration of my 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 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.

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.

Knowing these risks I represent and agree that I am healthy and fully capable of participation in the Activity without causing major risk or danger, illness, or accident to myself or to others.

I agree that if I am 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 may be dismissed from the activity and will be responsible for my own return transportation.

I declare that I am covered by medical insurance and that I am responsible for any and all expenses incurred whether covered under insurance or not. The insurance will cover me 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 I require medical attention while participating in the Activity and am unable for whatever reason to give consent, **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 me, and authorize, arrange for, consent to, waive and terminate any and all medical and survival procedures on my behalf, 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 me in case I am unable to make such arrangements myself due to illness or injury.**

The term "Church Party" the leaders of other churches and non-profit organizations involved, the event coordinator, the Vestry and leadership of Christ Church Cathedral, 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, I do hereby fully **ACQUIT and RELEASE** each Church Party from any and all Claims, whether known or unknown, that I 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 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.**

Name (print) \_\_\_\_\_

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