**The Episcopal Church in Hawaii**

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please print) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

By signing below, I understand that The Episcopal Church in Hawaii (“**TECH**”) is providing Participant with the opportunity to participate in the following activity:

[*Description of Class or Activity, including date(s)*] (the “**Activity**”).

For purposes of this form, the term “Activity” shall also include all travel to and from the Activity.

I understand that participation in the Activity is purely voluntary, a privilege and not a right. I understand and acknowledge that participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or other’s equipment.
3. This Activity may take place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon being in water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. Participant’s own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, rapids, weather, trails, and route location.
5. Attack by or encounter with insects, reptiles, and/or other animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

**By signing below, I acknowledge that I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

I further understand and acknowledge the following provisions will apply while engaging in the Activity:

1. **Cooperation with Ministry Team.** I agree to cooperate with the ministry team members in charge of the Activity. If I am a parent or guardian signing this document on behalf of Participant, I agree to instruct Participant to cooperate with the ministry team members in charge of the Activity.
2. **Contact and Consent to Treatment.** I acknowledge that TECH and all members, officers, employees and agents (collectively the “**TECH Parties**”) attending the Activity are not necessarily medically trained to care for any physical or medical problems of individuals participating in the Activity.The TECH Parties will make reasonable attempts to immediately contact the persons listed on as Participant’s emergency contacts. In the event an emergency contact cannot be reached, I hereby authorize to the TECH Parties to give consents and authorizations for emergency medical care for Participant by paramedics, physicians, nurses, or hospitals for necessary medications, medical treatments, and diagnostic or surgical procedures deemed reasonably necessary for the best interest of Participant.
3. **Insurance Coverage Primary; Other Costs.** Participant’s insurance coverage shall be the primary and sole coverage in the event of a medical emergency and Participant will be responsible for payment of any costs that are not covered by my insurance. TECH shall not be responsible in any event for providing, and the undersigned shall not seek from TECH, secondary insurance nor shall TECH be responsible for reimbursing any expenses related to a medical emergency.
4. **Posting of Images, Photos, Video Clips, Voice Clips by Church on Church Media.** TECH, from time-to-time takes photos, videos, images, and voice clips of individuals participating in Church activities and would like to post the images/sound on the Church Facebook, webpage, other social media, bulletin boards, and print media. TECH will never provide identification of a Participant other than a Participant’s first name in a posting. **If you would prefer TECH not post any image/voice of Participant, please indicate your preference by initialing here: \_\_\_\_\_\_\_\_\_\_\_\_ (initial to opt-out).**

**WAIVER.** In consideration of being permitted to participate in any way in the Activity, the undersigned, for itself, heirs, personal representatives or assigns, does hereby release, waive, discharge, and covenant not to sue TECH and the TECH Parties from any and all responsibility or liability, and from any present or future claims arising directly or indirectly from Participant’s participation in the Activity, to the fullest extent permitted under law, including allegations or claims of negligence on the part of the TECH and the TECH Parties, provided, however, this form does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct

**Indemnification and Hold Harmless.** By executing this document, the undersigned agrees to hold TECH and the TECH Parties harmless from and indemnify there in conjunction with any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, relating to any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the Activity, including attorneys’ fees brought as a result of Participant’s involvement in the Activity to the fullest extent permitted by law and to reimburse them for any such expenses incurred. By executing this document, the undersigned acknowledges and agrees that he/she/they are not relying on any oral or written representation or statements made by the TECH or the TECH Parties, other than what is set forth in this document.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, I fully understand its terms, and I agree that by signing, I WAIVE AND FOREVER RELINQUISH ANY AND ALL CLAIMS THAT I MAY HAVE, WHETHER KNOWN OR UNKNOWN, AND WHETHER ANTICIPATED OR UNANTICIPATED, AGAINST TECH AND the TECH PARTIES ARISING OUT OF OR RELATED TO MY PARTICIPATION IN THE ACTIVITY. I acknowledge that I am signing thIS agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant Signature (if over 18 years of age) Date

**For Participants under the age of eighteen (18) years, I hereby confirm, acknowledge, and agree that I, as the parent, guardian, or temporary guardian with legal responsibility for this Participant, do consent and agree not only to his/her/their release of all releases contemplated above, but also release and indemnify TECH and the TECH Parties from any and all liabilities incident to his/her involvement in these programs for myself, my heir, assigns, and next of kin.**

Parent / Guardian signature Date

Parent / Guardian signature Date

**Personal Information**

Date:

Please print your responses on this form.

Name Age Birthdate

 (Last, First, Middle)

Year in school 🞎 Male 🞎 Female Email

Address City State Zip

Phone/Cell #

Parent/ Guardian Name Best contact phone #

Parent/ Guardian Name Best contact phone #

Other Emergency contact name Contact phone #

**Medical History**

Please provide information on the nature and severity of any physical and /or psychological ailment, illness, limitation, disability or condition that the ministry team should know about, as well as any steps of protection to be taken for the student. Check the areas of concern and feel free to add another page with details.

1. Allergies to:

2. Is Participant under the care of a doctor or therapist for:

asthma

seizures

heart trouble

 diabetes

physical therapy

other:

3. Date of last tetanus shot:

4. Should Participant’s activities be restricted for any reason? Please explain:

5. Please provide medication information and dosage that Participant is taking and may need during the Activity, as well as any comments that would help leadership team help Participant.

6. Please list any special needs Participant has and what our response can/should be

7. Is there any other information that would help us care for the student?

**Youth Code of Conduct**

As a participant in Youth Ministry activities, I agree that, during my participation in, or attendance at, Youth Ministry events, mission trips or other activities that I am responsible for my actions.

• Recognize that everyone in the group is a part of the body of Christ. I will embrace inclusiveness by making sure that everyone feels welcome and important.

• Respect the physical and emotional well-being of others by “doing unto them as I would have them do unto me.” (This includes refraining from harsh play or violence, refraining from harmful jokes, respecting the need for personal space, etc.)

• Respect the health of my own body by refraining from the use of tobacco, alcohol, and illegal drugs. I understand that the use of these substances is absolutely prohibited.

• Respect the things I use and the property of places I visit. The areas used for all events, including transportation, shall be left clean.

• Participate fully in all scheduled group activities and abide by additional group guidelines at any youth events.

• Avoid inappropriate public displays of affection.

• Follow all instructions given by group leaders and chaperones without protest. (An instruction may be politely and discretely questioned if it seems unreasonable).

• Stay within the group or assigned sub-group at all times. I will not wander off alone or leave the activity site unless granted permission by an adult, and I will report for all designated check-in times.

• Hold safety in the highest regard and refrain from compromising my own safety or another’s safety.

• Provide a trusting environment for my peers. When others share something about themselves in a group discussion, I will not repeat that information to other friends outside of the group.

Child/Youth and Parent/Guardian Signature: In signing, I voluntarily pledge to follow the Code of Conduct during my participation in Youth Ministry events. I understand that if I fail to abide by this Code of Conduct, I may not be allowed to continue to participate in Youth Ministry.

Student Signature (if over 18 years of age) Date

Parent / Guardian signature Date

Parent / Guardian signature Date