

**WAIVER OF LIABILITY AND DISCLAIMER**  
**(READ CAREFULLY BEFORE SIGNING)**

I, \_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_ ("Child"). I have given my consent to the Cross City Church of Euless, 1000 W. Airport Freeway, Euless, Texas 76039 for my Child to participate in the following event(s):

**2022 Kids' Summer Camp at Mount Lebanon Baptist Encampment**  
**Cedar Hill, TX (The Event)**

I am at least eighteen (18) years of age and legally competent to sign this Waiver of Liability and Disclaimer ("Waiver") on behalf of my Child.

I hereby certify that, to the best of my knowledge, my Child is in good health and able to participate in the Event.

I understand that the Event and activities associated with the Event involve certain risks, and that injuries can occur that may require certain first aid and/or medical treatment.

In consideration of my Child being allowed to participate in the Event, I hereby acknowledge that I and my Child assume all risk in connection with the Event for any harm, injury, or damage that may befall my Child as a result of my Child's participation in the Event, including activities preliminary and subsequent to the Event, whether foreseen or unforeseen.

I understand and agree and hereby acknowledge that, except as otherwise state herein, I will not attempt to hold Cross City Church liable in any way for any occurrences with this Event that may result in injury, death, or other damages to my Child.

I, ON BEHALF OF ME AND MY CHILD, DO HEREBY EXEMPT AND RELEASE FBCE, ITS OFFICERS, DEACONS, MINISTERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, CONTRACTORS, STAFF, AFFILIATES, AGENTS, AND ATTORNEYS (COLLECTIVELY, THE "RELEASED PERSONS") FROM ANY AND ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY THE ACTS OR OMISSIONS OF ANY ONE OR MORE OF THE RELEASED PERSONS ARISING OUT OF THE EVENT OR MY CHILD'S PARTICIPATION IN THE EVENT, SAVE AND EXCEPT FOR THE FOLLOWING:

- (1) ANY SUCH LIABILITY CAUSED BY THE NEGLIGENCE OF ANY ONE OR MORE OF THE RELEASED PERSONS TO THE EXTENT COVERED BY INSURANCE; AND/OR,
- (2) ANY SUCH LIABILITY CAUSED BY THE GROSS NEGLIGENCE AND/OR WILLFUL OR INTENTIONAL MISCONDUCT OF ANY ONE OR MORE OF THE RELEASED PARTIES.

I FURTHER HEREBY ACKNOWLEDGE AND AGREE TO DEFEND, INDEMNIFY, SAVE, HOLD HARMLESS, AND COVENANT NOT TO SUE THE RELEASED PERSONS FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION AND SUITS IN EQUITY, WHETHER ARISING OUT OF COMMON LAW, EQUITY, ARBITRATION OR STATUTE, NOW OR HEREAFTER ARISING, KNOWN OR UNKNOWN, ASSERTED BY ME, MY CHILD, OR MY SPOUSE (AND MY OR THEIR RESPECTIVE ESTATES, HEIRS, EXECUTORS, ADMINISTRATORS, OR ASSIGNS) ARISING SOLELY OUT OF: (1) MY CHILD'S ACTS OR OMISSIONS THAT OCCURRED DURING THE EVENT; AND/OR (2) MEDICAL TREATMENT OR SERVICES PROVIDED TO MY CHILD WHILE PARTICIPATING IN THE EVENT, BUT ONLY TO THE EXTENT SUCH TREATMENT WAS AUTHORIZED BY ME, IN WRITING, IN CONNECTION WITH THE EVENT.

To the best of my knowledge, my Child suffers from the following allergies or medical conditions that may be relevant to a physician in the event of an emergency:

\_\_\_\_\_

I do **not** authorize my Child to engage in the following activities:

\_\_\_\_\_

I hereby authorize and designate \_\_\_\_\_, who may be reached at the following telephone number(s) \_\_\_\_\_, to make any medical decisions for my Child in the event that I cannot be reached.

I hereby acknowledge and expressly agree that all indemnities, releases and waivers contained in this Waiver are intended to be as broad and inclusive as continue in full legal force and effect.

This Waiver and the separate Medical Consent, if any, executed in connection with it contain the entire agreement between me and Cross City Church regarding my Child's participation in the Event.

I understand the terms herein are contractual and not merely recitals, and that I have signed this document of my own free will.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS WAIVER BY READING IT BEFORE I SIGNED IT.**

SIGNED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signature: \_\_\_\_\_  
(Parent or Legal Guardian Signature)

Print Name: \_\_\_\_\_  
(Parent or Legal Guardian)

Address: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

### **Medical Consent**

Name of Participant: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
Legal Guardian: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Other Numbers: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State Zip: \_\_\_\_\_  
Emergency Contacts: \_\_\_\_\_  
Event to which this Consent applies: Kids Camp  
Event Date(s): 6/27/22-6/30/22

#### **Medical Consent:**

I, \_\_\_\_\_, the parent and/or legal guardian of the above-named Participant, hereby attest that Participant is in good health and is not suffering from any mental or medical condition that would preclude the travel and exertion required by the above described Event, and I have read this document; all information provided is complete and true; I have legal standing to make decisions that affect the rights of the above-named Participant ("my child/ward"); and I understand and consent to all terms outlined in this document. I grant permission of the following while my child /ward is participating in the Cross City Church Event described above, and I authorize the Cross City Church Sponsor (defined below) of the Event to do each of the following, but only in the event that each of the following conditions ("Conditions") have occurred: (i) the Cross City Church Sponsor reasonably determines that the medical treatment of my participating son/daughter/ward is necessary during the Event, and (ii) the Cross City Church Sponsor first makes a reasonable effort to contact the Legal Guardians named above at all telephone numbers listed for such Legal Guardians set forth above on this page and such efforts to contact them are not successful:

- (1) to select the appropriate medical facility and physician(s) to provide treatment;
- (2) to approve and authorize any operation, administration of anesthetic, or blood transfusion that a medical practitioner may deem necessary or advisable for the treatment of my child /ward; and,
- (3) to consent to any medical or surgical treatment by a licensed physician or surgeon that such treating physician or surgeon recommends as reasonably required by my child/ward for any emergency situation occurring during the Event.

If the treating physician believes the situation is life threatening or otherwise immediately necessary, I do request that I be notified as soon as possible, but emergency treatment need not be delayed to provide such notice. In case of elective surgery, no consent is hereby granted, and I will need to be notified prior to such arrangements and will need to consent to such treatment. "Cross City Church Sponsor" means the Cross City Church employee that is present at the Event and has primary responsibility from Cross City Church for the Event.

#### **HIPPA Release Authority:**

I intend for the Cross City Church Sponsor to be treated as I would be treated with respect to my rights or my child's/ward's rights regarding the use and disclosure of my child's/ward's individually identifiable health information or other medical records, but only to the extent reasonably required to notify the Legal Guardians and to make any decisions or grant any consents expressly granted to the Cross City Church Sponsor in this instrument. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act (a/k/a HIPPA), 42 USC 1320d and 45CFR 160-164.

I authorize any physician, health-care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy or other covered health-care provider, any insurance company and the Medical Information Bureau, Inc. or other health-care clearinghouse that has provided treatment or services to my child, or that has paid for or is seeking payment for such services to give, disclose and release to the Cross City Church Sponsor, without restriction, my child's/ward's aforementioned individually identifiable health information and records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis and treatment of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse, but only to the extent reasonably related to or reasonably necessary in connection with any treatment of my child/ward pursuant to the authority to consent granted to the Cross City Church Sponsor in this instrument.

The authority given to the Cross City Church Sponsor shall supersede any prior agreements that I may have made with my child's/ward's health-care providers to restrict access to or disclosure of my child's/ward's individually identifiable health information. The authority given to the Cross City Church Sponsor shall expire on the first to occur of the following: (i) the completion of the subject treatment of my child; (ii) the time that my child's Legal Guardian become personally and actively involved with the provider of such treatment services to my child/ward; or, (iii) in the event that I revoke the authority in writing and deliver it to my child's/ward's health-care provider. Otherwise, the authority given to the Cross City Church Sponsor has no expiration date. The request for and/or receipt of any of my child's/ward's health information or records shall constitute an agreement between the Cross City Church Sponsor and Cross City Church, on the one hand, and my child/ward and his Legal Guardian, on the other hand, to keep all such health information and records confidential from all persons other than my child/ward and the Legal Guardians, without my prior written consent.

I agree to pay and I assume all financial obligations for medical treatment and services provided to my child/ward at the request and consent of the Cross City Church Sponsor pursuant to the authority granted in this instrument to the extent such financial obligations are beyond those covered by insurance.

\_\_\_\_\_  
Parent/Guardian

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

#### **WAIVER OF LIABILITY AND DISCLAIMER AND MEDICAL CONSENT**

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