

Participant Information & Liability Release

Including Participant Information, Emergency Contact, General Health History, Health Examination Documentation and Professional Recommendations, Assumption of Risks and Agreements of Release and Indemnification

Important. This is a legal document! It must be read and understood in its entirety by all who sign below.

It must be signed by all adult (over 18 years of age) participants (including adult leaders and other volunteers) and by a parent (preferably both) or guardian of participants who are minors. Parents and guardians (referred to in this document as "parent") sign and agree for themselves and on behalf of the minor participant. A copy of this form may be used as if an original.

If you have any questions, contact Grace Heartland Church at 270-769-1808.

A. Participant Information

To be filled out by the participant's parent/guardian (if the participant is under the age of 18) or by the adult participant.

Participant Name _____

Gender _____ DOB _____ / _____ / _____ Age _____

Parents/Guardians _____

Home Address _____

City _____ ST _____ ZIP _____ - _____

Parent/Guardian Address (if different) _____

City _____ ST _____ ZIP _____ - _____

Home Phone _____ - _____ - _____ Alternate Phone _____ - _____ - _____

Parent/Guardian Business Phone _____ - _____ - _____

B. Emergency Contact

Parents/guardians of participants under age 18 must provide the name of someone to be notified if the parents/guardians are unavailable in an emergency. Adult participants must provide the name of someone not attending the trip who can be notified in an emergency.

Contact Name _____

Home Phone _____ - _____ - _____ Alternate Phone _____ - _____ - _____

C. General Health History

The following is to be filled out by the participant's parent/guardian or by the adult participant. Please note that if any question in this section is answered "yes," Part D of this form MUST BE completed by a licensed medical practitioner. If all questions in this section are answered "no," it is recommended (not mandatory) that Part D of this form be completed by a licensed medical practitioner.

Has the participant ever been treated by a doctor for any of the following? Every item must be checked.

| | Yes | No | | Yes | No |
|---------------------------------|-------|-------|---------------------------|-------|-------|
| Major Dental Problems | _____ | _____ | Dizzy Spells or Migraines | _____ | _____ |
| Skin Problems (other than acne) | _____ | _____ | Diarrhea or Constipation | _____ | _____ |
| Hearing or Vision Problems | _____ | _____ | | | |
| Kidney Problems | _____ | _____ | Diseases | | |
| Cysts, Tumors or Growths | _____ | _____ | Parkinson's Disease | _____ | _____ |
| Serious Injuries | _____ | _____ | HIV/AIDS | _____ | _____ |
| Bone or Joint Problems | _____ | _____ | Tuberculosis | _____ | _____ |
| Back Problems | _____ | _____ | Cancer | _____ | _____ |
| Emotional Problems | _____ | _____ | Hepatitis | _____ | _____ |
| Disabilities | _____ | _____ | Other Diseases | _____ | _____ |
| Frequent Ear Infections | _____ | _____ | | | |
| Convulsions or Seizures | _____ | _____ | Severe Allergies | | |
| Heart Defects or Heart Disease | _____ | _____ | Insect Stings | _____ | _____ |
| Bleeding or Clotting Problems | _____ | _____ | Foods | _____ | _____ |
| High or Low Blood Pressure | _____ | _____ | Drugs or Medicines | _____ | _____ |
| Hernia | _____ | _____ | Poison Ivy | _____ | _____ |
| Diabetes or Hypoglycemia | _____ | _____ | Pollens | _____ | _____ |
| Asthma or Breathing Problems | _____ | _____ | Other Allergies | _____ | _____ |
| Eating Disorders | _____ | _____ | | | |

Operations/Serious Injuries: _____

Disabilities or Recurring Illnesses: _____

Dietary or Activity Restrictions: _____

Current Medications with instructions _____

Other Comments: _____

Date of Last Tetanus Shot _____ / _____ / _____ Height _____ Weight _____

Family Physician _____ Phone _____ - _____ - _____

Do you carry family medical or hospital insurance? _____ If yes, please list your policy information below.

Carrier: _____ Group/Policy #: _____

D. Professional Health Care Recommendations

To be completed by a licensed medical provider. **If the participant answered "yes" to any question in Part C, this part is required.** If the participant answered "no" to ALL questions, this part is recommended but not required.

Participant Name _____

Does the participant have any physical conditions requiring restriction(s) in an active camp program that may include high-intensity activities? (Circle) YES NO

If "YES," describe the restriction(s):

Is the participant under the care of a physician for any specific medical condition, or receiving ongoing treatment? (Circle) YES NO

If "YES," describe care or treatment:

Current or ongoing medications? (Circle) YES NO

If "YES," please list medications:

Known allergies or dietary restrictions:

Additional comments & activity restrictions:

If the participant answered "yes" to any question in Part C, a physical exam is required in order to complete this document. If so, please record the date of the exam below and blood pressure:

Blood Pressure _____

If the participant answered "no" to ALL questions in Part C, has the participant had a physical health examination within the past 24 months? (Circle) YES NO (If "No," a physical exam is recommended at this time, though not required.)

Date of most recent Health Exam (today's date if receiving exam): _____

I have reviewed the participant's health information as listed in Part C of this form, and I have performed a physical exam of the participant if required as described above. In my medical opinion, I find him/her to be in suitable condition for participation in an active camp program that may include high-intensity activities, except for those restrictions I have noted above.

Practitioner Signature _____ Date Signed: _____

Practitioner Name (Print) _____

Office or Business Address _____

City _____ ST _____ ZIP _____ - _____

E. Activities and Risks, Acknowledgement and Assumption of Risks, Agreements of Release and Indemnity and Other Provisions

For and in consideration of the services of Grace Heartland Church (sometimes referred to in this document as GHC) the undersigned, for themselves and on behalf of a minor for whom they may sign, acknowledge and agree as follows:

ACTIVITIES AND RISKS

GHC missions experiences include a number of activities, including but not limited to camping, hiking, white water rafting, swimming, construction repairs, service activities, and other activities. The same elements that contribute to the fun and unique character of these activities also can cause loss of or damage to equipment, emotional/physical injury or illness, and in extreme cases, permanent trauma and/or death. While GHC does not wish to reduce a participant's enthusiasm for a missions or wilderness camping experience, GHC does want participants and their families to be informed of and understand that these activities include inherent and other risks and hazards. The following list is not intended to be an exclusive or exhaustive list of possible activities, injuries, risks, or hazards. The risks and outcomes hereafter described are inherent in the activities—that is, without them the activities would lose their basic character and appeal. Other risks, inherent and otherwise, may be encountered.

Camping, Hiking and Other Risks

Participants will be camping and hiking and moving about a variety of sites and environments while with GHC. Electronic or other communication from sites is unpredictable and may fail, resulting in delayed or no assistance in the event of an emergency. They must be transported to and from activity sites; therefore, it will be necessary to travel by motorized vehicle on public roads including unimproved roads. Accidents might occur during this travel time to and from activity sites. Accidents might also occur at the activity site. Trails are sometimes steep, rocky and slippery, and participants might slip or fall on and off trails. Participants may come in contact with poisonous and dangerous plants, insects or animals that may cause harm. Meals are prepared over gas stoves or open fires, and participants may be burned or injured while assisting with cooking. Exposure to the natural elements can be uncomfortable and harmful and exposure may occur at any time. Participants may become sun burned, dehydrated or suffer from heat exhaustion, heat stroke, or heat cramps. They might suffer mental anguish or trauma from the experience of being injured. Participants will have free and unsupervised time. All the above, and other hazards and risks can cause harm. Participants are responsible for their own safety and the safety of other group members.

General Construction / Home Repair / Service Activities

Home Repair Missions participants will be involved in some specific home repair, home building, or other service activities which may include but is not limited to: the use of power tools, painting, scraping, yard work, roofing, carpentry, dry walling, digging, insulating, removal of old materials, carrying of new materials, loading and unloading of equipment, and other facets of home repair, remodeling, and renovation. These activities include, but are not limited to: the usage of power tools such as drills and saws as well as the use of hand tools. The foregoing activities can or will also require climbing on and about and under structures with or without supplies, tools or materials as well as working on ladders in high places such as atop roofs or other aspects of construction work. Construction sites can be dangerous and the nature of the work is inherently risky. Participants might get sun burned, dehydrated or suffer from heat exhaustion, heat stroke, or heat cramps. Participants may be injured by a fall, being struck by falling objects, stepping on sharp objects such as nails or by the use of power tools.

White Water Rafting, Canoeing, and Swimming

Participants will be jolted, bounced and otherwise shaken about during rafting, which can be strenuous and dangerous to persons suffering from physical ailments or conditions, including heart or circulatory and otherwise poor physical conditioning. Participants may fall getting into or out of the raft, and in the raft, striking other persons and objects. Rafts may turn over by reason of the action of the water, or striking other rafts or objects in the water. Participants may be thrown into cold, swift moving water, and may strike rocks, downed trees and other debris and, in extreme situations, suffer hypothermia. Any of these accidents might cause bruises, cuts, abrasions, punctures, strains, sprains, broken bones, severe injury or even death, including by drowning.

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I, an adult participant, or Parent of a minor participant (for myself and on behalf of that minor), acknowledge and agree that I have read and I understand the above descriptions of the potential activities, injuries, risks, and hazards involved in the activities of a GHC missions experience. Notwithstanding the inherent and other risks and hazards, I consent to my, or the minor's, participation in a GHC missions experience. I assume full responsibility for myself, or the minor, and any and all risks and hazards associated with participating in a GHC missions experience. **I expressly acknowledge and assume all risks of GHC activities, inherent or otherwise, and whether or not described above.**

AGREEMENTS OF RELEASE AND INDEMNITY

I, an adult participant or the Parent of a minor participant (for myself and on behalf of that minor) hereby voluntarily agree to release, relieve, surrender, waive, discharge, hold harmless, defend and indemnify GHC and its owners, agents, volunteers, officers, and employees from any and all liability, claims, actions or losses (including reasonable attorneys' fees) of any kind or nature, foreseen or unforeseen, known or unknown, whether for personal injury, property damage, wrongful death, loss of services or otherwise, arising out of my, or my child's, enrollment or participation in a GHC missions experience or use of GHC's equipment. **I specifically understand that I am releasing, discharging and waiving, among others, any claims or actions that I or the minor may have, or acquire, for the negligent acts or other conduct of the owners, agents, volunteers, officers, or employees of GHC.** This release shall be binding to the fullest extent permitted by law. If any part of the release is deemed to be unenforceable, the remaining terms nevertheless shall be enforceable.

OTHER PROVISIONS

I, an adult participant or Parent of a minor participant (for myself and on behalf of the minor), further acknowledge and agree as follows:

If a controversy, claim, or dispute arises out of or relates to this Document or my, or the minor's enrollment or participation in a GHC missions experience or use of GHC's equipment, and if the controversy, claim, or dispute cannot be settled through direct discussions, I will endeavor first to settle the controversy, claim, or dispute in an amicable manner through mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved controversy, claim, or dispute which arises out of or relates to this Document, or my, or the minor's, participation in a GHC missions experience or use of GHC's equipment shall be settled through arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof in the State of Kentucky, and the arbitrator shall award to the prevailing party, if any, all of its costs and attorneys' fees as determined by the arbitrator(s). I, on behalf of myself or the minor participant, further agree that the site of any mediation and/or arbitration shall be Hardin County, Kentucky.

If the agreement to arbitrate is deemed not enforceable by a court of competent jurisdiction, I agree to bring the controversy, claim, or dispute, if at all, exclusively in a Kentucky state court in Hardin County, Kentucky. I, on behalf of myself or my child if a minor, hereby waive any right to assert that the place of trial is not convenient or to otherwise object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that the Kentucky state court in Hardin County, Kentucky shall have jurisdiction over me, or my child if a minor. Any such dispute shall be governed by the substantive laws of the State of Kentucky.

GHC reserves the right to refuse participation to any person it judges to be incapable of meeting the rigors and requirements of participating in its activities. I therefore represent that the medical and health information I have provided on this form is true and accurate to the best of my knowledge. I accept full responsibility for any omissions and potential consequences regarding my failure to disclose any existing or past health condition. I am, or the minor child is, in good physical condition and therefore fully capable of participating in and able to undertake all of the activities involved in a GHC experience. I, or the minor, do/does not have any medical condition that would prevent my, or his/her, participation in any activities except for those restrictions listed in Sections C, D and E of this form.

I hereby give permission for any qualified guide or medical personnel to render or obtain routine health care and/or necessary emergency medical care, and dispense medications for myself, or for the minor participant. I give said personnel the permission to make such medical decisions as they deem proper and to exchange medical information with third party medical care givers. I understand that, if the participant is a minor, the parents will be contacted by the Youth Leader in cases when emergency medical services or professional medical care are needed. I, on behalf of myself or the minor, understand that GHC will secure primary accident insurance up to only \$3000.00 per person per incident and primary sudden illness insurance up to only \$1000.00 per person per incident. GHC has no other medical or liability insurance on which the participant or participant's family may rely. I, for myself and on behalf of the minor, understand that I assume full financial responsibility for any medical treatment rendered for myself, or for the minor, outside of these policy limits or for pre-existing conditions not covered by said policies. I therefore represent that I have, or the minor has, adequate health, disability and life insurance, or I have made adequate alternate arrangements for myself, or for the minor, to cover any such expenses.

I, on behalf of myself and the minor participant, agree that alcohol and illegal drugs will not be used while undertaking any activity with GHC. I also assume full financial responsibility for any physical damage to persons or property caused by myself, or the minor child.

I hereby give GHC and its representatives and agents absolute permission to use photographs, videotapes and other images, quotations from comment/evaluation forms and voice reproductions of me, or the minor, for any purpose and media, and waive any proprietary, personal or other right to inspect and pre-approve such use. I, on behalf of myself or the minor child, also release and hold CPM and its representatives and agents harmless from any and all claims of blurring or distortion or alteration of such images or voice, whether intentional or otherwise.

I agree that, should there be an issue or dispute as to the validity of any release that I have signed, this document shall supersede any other document that I have read or signed about my legal rights concerning GHC. I also understand that the terms of this agreement shall continue to be in effect even after the trip has ended.

I HAVE READ THE ABOVE STATEMENTS AND UNDERSTAND ALL THE TERMS OF THIS AGREEMENT. I AM VOLUNTARILY EXECUTING THE AGREEMENT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE ON BEHALF OF MYSELF, MY CHILD OR WARD AND MY/MY CHILD'S ASSIGNEES, HEIRS, NEXT OF KIN, EXECUTORS, AND PERSONAL REPRESENTATIVES. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, OR THE MINOR, OTHERWISE MAY HAVE. NO ORAL REPRESENTATIONS STATEMENTS OR INDUCEMENTS APART FROM THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE.

Participant Signature (If 18 years of age or older)

Parent/Guardian Signature (If participant is a minor)

Printed Name of Participant

Printed Name of Parent/Guardian

Date

Date