Please print all answers legibly. Do not leave any blanks. If the answer is none, please write "none" in the space provided.

Name of Participant(s)		
Email Address		
	(W)	
Emergency Contact		
Phone		

## **WAIVER OF LIABILITY AND ASSUMPTION OF RISK:**

I wish to allow my child to participate in events/activities offered by FIRST BAPTIST CHURCH OF NEDERLAND, TEXAS (the "Church") through December 31, 2021. In consideration for my child or legal ward participating in any and all events/activities hosted by the Church, I hereby acknowledge and agree that:

- I. I am the parent/guardian with legal responsibility for my child/ren registered above ("Child") and I have given my consent to the Church for my Child to enroll in events/activities hosted by the Church.
- 2. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the Centers for Disease Control and Prevention and the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.
- 3. The Church has put in place preventative measures to reduce the spread of COVID-19; however, the Church cannot guarantee that you or your Child will not become infected with COVID-19. Further, attending activities sponsored by the Church could increase your risk and your Child's risk of contracting COVID-19.
- 4. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my Child and I may be exposed to or infected by COVID-19 by attending the Church's events/activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the events/activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Church volunteers or employees, and other participants and their families.
- 5. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my Child or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my Child may experience or incur in connection with my Child's attendance at events/activities hosted by the Church. On my behalf, and on behalf of my Child, I hereby release, covenant not to sue, discharge, and hold harmless the Church, its employees, agents, volunteers, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Church, its employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Church event/activity.

## **MEDICAL CONSENT:**

If my Child is injured or needs medical attention while participating in any event/activity in which this waiver is prepared for, I give the Church, its employees and volunteers, permission to seek medical diagnosis and treatment which in their best judgment they deem to be necessary and appropriate under the circumstances. In case of emergency, I further consent to the examination or treatment of my Child by a physician duly licensed to practice medicine or any health care professional duly licensed to provide healthcare services for medical care and services deemed necessary by the Church, its agents, servants, and employees. I understand that I am financially responsible for any and all medical expenses incurred as a result of the use of this consent including emergency transportation whether by ground or air transport. I hereby release the Church, its employees, agents, volunteers and directors from liability resulting from their seeking or arranging of medical care.

## **FORCE MAJEURE EVENT:**

If FIRST BAPTIST CHURCH OF NEDERLAND, TEXAS is unable to perform any of its obligations under this Event Participation Agreement due to events beyond its reasonable control, the Church shall have the right to reschedule or cancel an event/activity. Parents will not be compensated for any expenses incurred for the original date of the activity/event. The Church shall return to parents of the Child any payment previously paid by Parents to Church related to the event/activity. Events beyond a party's reasonable control shall include, but are not limited to: (1) acts of God, (2) any order, rule or regulation of any court or government agency, (3) government restrictions, (4) wars, insurrections, terrorism, or civil disorder in or around the performance venue, (5) strikes, lockouts, or other forms of labor difficulties, (6) pandemic, and/or (7) any other cause beyond the reasonable control of the party whose performance is affected ("Force Majeure Event"). If a Force Majeure Event occurs pursuant to this paragraph, the parties' respective obligations will be excused fully, without any additional obligations, and each party shall bear its own costs incurred in connection with this Agreement. If the activity is cancelled pursuant to a Force Majeure Event, then the parties will use reasonable efforts to reschedule the activity/event at a mutually acceptable time.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I have fully informed myself of the contents of this Event Participation Agreement by reading it before I signed it.

PARTICIPANT (IF OVER 18 YEARS OF AGE):			
Signature	Date	/	/
Printed Name			
PARENT OR GUARDIAN: I represent that I am the parent and/or legal guardian of the above-named be bound by this Agreement.	Minor. I agree	e that we	e both shall
Signature	Date	/_	/
Printed Name			