

MEDICAL RELEASE AND WAIVER FORM HAPPENING #46, SEPTEMBER 4-6, 2009

CHILD'S NAME: _____

NAME OF PARENT(S)/LEGAL GUARDIAN: _____

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the above identified parent or legal guardian of the above identified child under age eighteen (hereinafter "Minor"), hereby agree as follows:

Treatment Consent. In my own behalf and on behalf of Minor, I hereby grant the permission necessary to allow Minor to participate in all activities and programs ("Event" or "Events"), to be conducted by, sponsored by or in connection with St. Mary's Cathedral in Memphis, Tennessee (the "Church") or The Diocese of West Tennessee ("The Diocese") or Church. I acknowledge and agree, in my own behalf and on behalf of the Minor, that such participation subjects Minor to the possibility of physical illness or injury and that I, in my own behalf and on behalf of the Minor, acknowledge that the Minor is assuming the risk of such illness or injury by participating in the Events. In the event of such illness or injury, I authorize any adult acting on behalf of the Church or Diocese to obtain necessary medical treatment for the Minor and hereby, in my own behalf and on behalf of the Minor, release and hold harmless the Church, The Diocese, any other owner on whose premises the Events will occur and their respective officers, representatives, members, agents, employees and any other adult acting on their behalf (hereinafter collectively "Releasees") in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all medical, hospital, ambulance and related expenses that may be incurred on behalf of the Minor for any illness or injury that the Minor may sustain during an Event and while traveling to and from the site for an Event whether or not the Event actually occurs, and whether or not I have medical insurance to cover such expenses.

Release & Waiver. I, in my own behalf and on behalf of the Minor, further agree to release and to hold harmless Releasees from any and all liability for negligence or any other claim, judgment, loss, liability, cost and expenses (including, without limitation, attorneys' fees and costs) arising out of or connected with the Events, including any claim arising out of or connected with any illness or injury that the Minor may incur or sustain during an Event, all activities associated with an Event and while traveling to and from the site for an Event whether or not the Event actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other person or persons on account of damages of any character resulting to Minor in any way from the foregoing activities. I further agree to reimburse and to make good to Releasees any loss, damages or costs Releasees may have to pay as a result of any such action, claim or demand.

Appearance Agreement. I understand that the Church and/or The Diocese from time to time produce promotional material relating to Events and other programs. I understand that as a participant in and/or a spectator at the Events the Minor may be included in videotapes or photographs taken during the Events. Therefore, without reservation or limitation, I, in my own behalf and on behalf of the Minor, hereby assign, transfer and grant to the Church, The Diocese, their successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape the Minor and to utilize such videotapes and photographs and Minor's name, face, likeness, voice and appearance as part of an Event, in advertising and promoting an Event or in advertising and promoting future Events or the Church or Diocese in general. I further understand that neither the Church, The Diocese nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges.

House Rules. I further acknowledge and understand that the Church and/or The Diocese have established, and from time to time will establish, rules and regulations pertaining to conduct, behavior and activities of all participants in an Event, by which Minor and I agree to abide during any Events, and that Minor and I will be responsible for her/his/my failure to abide by those rules and regulations. Without limiting the generality of the foregoing, I specifically acknowledge that these rules strictly prohibit: I) the use of alcohol, tobacco products and any drugs or medications not specifically prescribed for the individual possessing them; ii) the use of foul or other inappropriate language, gestures or insults to others, or iii) any inappropriate relationships. Minor and I understand that violation of the rules can result in dismissal from Events with no refund and a requirement that I arrange for private transportation for Minor from the Event following any such dismissal.

Insurance and Medical Information. Please provide below information concerning any medical insurance under which Minor is covered. WE MUST HAVE THE POLICY/GROUP NUMBER.

Insurance Company: _____

Insurance Claims Address: _____

Phone Number: _____

Name of Insured: _____

Medical Insurance Policy/Group Number: _____

I represent that any medication to which Minor is allergic or medications that Minor is currently taking are listed below. I agree that if Minor brings medications which Minor is currently taking with him/her to an Event and that he/she shall consume only the prescribed dosage for such medications.

Medications (if any): Allergic to (if any): _____

I acknowledge that the Minor suffers from the following medical conditions:

I authorize the Church, The Diocese and/or any of their employees or representatives, if necessary, to give Minor non-prescription medicine (Tylenol, Benadryl, cold/allergy remedy, etc.) while participating in or traveling to or from an Event.

Family Doctor: Phone No.: () _____

I, IN MY OWN BEHALF AND ON BEHALF OF THE MINOR, HEREBY REPRESENT AND WARRANT THAT I HAVE READ THIS RELEASE AND WAIVER IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. I, IN MY OWN BEHALF AND ON BEHALF OF THE MINOR, AM AWARE THAT THIS RELEASE AND WAIVER RELEASES RELEASEES FROM LIABILITY AND CONTAINS AN ACKNOWLEDGMENT OF MY VOLUNTARY AND KNOWING ASSUMPTION OF THE RISK OF INJURY OR ILLNESS. I, IN MY OWN BEHALF AND ON BEHALF OF THE MINOR, HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

Signature of Parent or Legal Guardian: _____ Date: _____

Relationship to Minor: _____

I, IDENTIFIED ABOVE AS MINOR, ACKNOWLEDGE THAT I HAVE READ THIS RELEASE AND WAIVER FORM, PARTICULARLY THE SECTION RELATING TO HOUSE RULES. I FURTHER ACKNOWLEDGE AND UNDERSTAND THAT I AM AN AMBASSADOR OF THE CHURCH AND PROMISE TO ACT IN SUCH A MANNER SO AS NOT TO DAMAGE THE REPUTATION OF THE CHURCH.

Signature of Minor: _____ Date: _____

Emergency Information:

Name: _____

Address: _____

Telephone: () _____

EVERY MINOR MUST HAVE A COMPLETED, SIGNED AND CURRENT FORM ON FILE IN THE CHURCH OFFICE BEFORE MINOR CAN PARTICIPATE IN ANY EVENTS.

THE CHURCH AND DIOCESE STRICTLY PROHIBITS SEXUAL MISCONDUCT OF ANY TYPE BY AN ORDAINED PERSON OR CHURCH WORKER, INCLUDING VOLUNTEERS. IF YOU BELIEVE THAT YOU HAVE JUST CAUSE FOR COMPLAINT AGAINST ANY ADULT REGARDING SEXUAL MISCONDUCT AT ANY EVENT, PLEASE NOTIFY JOHN BURRUSS AT HIS OFFICE AT (901/767-6987) OR STEPHANIE CHENEY AT THE DIOCESAN OFFICE (901/526-0023) AT ONCE.

Media Release

I release the Episcopal Diocese of West Tennessee and Happening to record my child's likeness, via still photograph, video, or audio recording, to be used for the sole purpose of promoting youth ministry in print, video, and on the Internet. I waive all rights for compensation.

Signature of Parent or Guardian _____ Date: _____