

CHAPEL HILL PRESBYTERIAN CHURCH

Youth Volunteer Waiver and Release Form for “Go Sunday”

On September 6, 2009 Chapel Hill Presbyterian Church is conducting GO SUNDAY, an all-church community service program with service projects throughout the local area. Participant activities will include (but not limited to) cookie baking, car washing, crafts, sewing, park trail clean up, weeding/gardening, brush removal, yard work, meal preparation, exterior and interior painting, collection for food banks, McDonalds restaurant volunteer program, hospitality, distribution of educational supplies, nursing home/pet visitation, cleaning, picking fruit, pack medical supplies, photography, meal preparation in homeless shelter and assemble furniture for furniture bank.

My child (or children) identified below, wishes to participate in Go Sunday, a volunteer program at Chapel Hill Presbyterian Church (“Church”). The terms “Participant” and “my child” refers to my child or children listed below. I agree as follows:

1. **Parent or Legal Guardian.** I am the parent or legal guardian of the Participant. I have authority to enter into this Youth Volunteer Waiver and Release Form (“Release”) for “Go Sunday” on behalf of my child and anyone else who has legal rights regarding my child. If I am the only parent or legal guardian signing below, then I represent and warrant that I am the only parent or legal guardian with sole legal custody of my child.
2. **Assumption of Risk.** Although the Church desires to provide a safe environment for participants in Go Sunday, I understand that accidents and injuries can still happen. I understand that my child’s participation in Go Sunday may be dangerous and may expose my child to risk of serious bodily injury and possibly death. These risks include muscle strains, joint strains, broken bones, abrasions, contact with walls, floors, support structures, nails or other sharp objects, exposure to dangerous equipment or chemicals, and possible exposures to disease and other hazards. No degree of care or caution can completely eliminate these risks. I knowingly and freely chose to permit my child to participate in Go Sunday. On behalf of my child, I assume all risks, whether known or unknown, even if arising from the negligence of others, and I assume full responsibility for my child’s participation in Go Sunday. I understand the risks and dangers involved in my child’s participation in providing services to unknown persons or at unknown places. I knowingly assume these risks by allowing my child to participate in Go Sunday, and my child is fit enough to provide the services relevant to his or her involvement in Go Sunday.
3. **Waiver; Release of Claims; Indemnification.**
 - 3.1 **Definitions.**
 - (A) “**Claims**” means all claims, demands, damages, actions, fees (including attorney’s fees), costs, expenses, awards, judgments, and all other liabilities, whether known or unknown.
 - (B) “**Church Releasees**” means the Church and its former, current, and future directors, officers, employees, other agents, volunteers, and successors and assigns of the Church.
 - 3.2 **Waiver and Release of All Claims.** To the full extent permitted by law, I waive and release all Claims, whether existing now or arising in the future, that my child or I might have against any Church Releasee – including the Church – arising from or related to my child’s participation in Go Sunday, including any activity at the Church, at the property of any service recipient or any other location, and travel to or from the Church.

This release of claims does not apply to any Claims against any Church Releasee that is entirely caused by the gross negligence or intentional misconduct of that Church Releasee.
 - 3.3 **Indemnification.** I will to indemnify and defend the Church and every other Church Releasee against any and all Claims arising out my child’s participation in Go Sunday,

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including any Claim arising from any damage or injury caused or sustained by me or my child as a result of my child's participating in Go Sunday.

This obligation to defend and indemnify does not apply to any Claim against the any Church Releasee that is caused entirely by the gross negligence or intentional misconduct by that Church Releasee.

4. **Medical Consent.** I grant the Church permission to call 911 for emergency medical aid or to take my child to a physician or hospital for medical treatment, or both, if at Go Sunday my child becomes ill, sustains an injury, or otherwise requires medical treatment. I give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or emergency aid responder determines appropriate for the relief of pain or to preserve my child's life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on my child's behalf. I will fully and immediately reimburse the Church for any of those expenses that the Church chooses to advance, in its sole discretion. There is no obligation to advance any expenses on my child's behalf.

5. **Use of Photographs.** I grant the Church the right and permission to use, reuse and/or publish, for the benefit of the Church, photographic, audio and video-graphic materials of my child taken or recorded during Go Sunday. I further agree that those who act on behalf of the Church may transfer, use or cause to be used these photographs, audiotapes, and/or videotapes for the Church's benefit. I understand and agree that I will receive no compensation or consideration in any form for the transfer or use of the materials, including no reimbursement for any expenses incurred by me or my child. I understand and agree that I may revoke this consent only by providing written notice to the Church. I understand and agree that any subsequent revocation by me will not prevent the Church from using materials that exist at the time of my revocation.

6. **Severability.** If any provision of this Release shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**This document contains a release and waiver of liability and an indemnification obligation.
Please read carefully before signing.**

Signature of Parent/Guardian _____ Date _____

Printed name _____

Signature of Parent/Guardian _____ Date _____

Printed name _____

Name(s) of Child Participant(s) _____

Emergency Contact: _____ Home/Cell phone: _____