

# 2020 Northern Hills United Methodist Church

## GUARDIAN'S RELEASE AND WAIVER OF LIABILITY FOR MINOR CHILD

**THIS IS AN IMPORTANT DOCUMENT:** As Guardian for a Minor Child who is involved in NHUMC Activities, you must sign this "Release and Waiver Liability" before your Minor Child may engage in any activity on NHUMC property, and/or participate in any NHUMC-sponsored activity away from NHUMC property. Read this waiver very carefully before you sign. This Waiver is applicable one (1) year from date of signature.

### Release and Waiver of Liability

This Release and Waiver of Liability, executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, on behalf of the Minor, who is named below, by a Guardian of the Minor, with care custody and/or control of the Minor, in favor of **Northern Hills United Methodist Church, Inc.**, a nonprofit corporation organized and existing under the laws of the State of Texas, and its directors, officers, employees, and agents (collectively, "NHUMC").

The Minor, age \_\_\_\_\_, desires to engage in activities at NHUMC and participate in NHUMC-sponsored activities away from NHUMC property (hereafter referred to as a "NHUMC Event"). As Guardian for the Minor child, I, \_\_\_\_\_, having the authority to do so, hereby freely and voluntarily, without duress, execute this Release under the following terms:

**Waiver and Release:** As the guardian for the Minor, I and the Minor release and forever discharge and hold harmless NHUMC and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the said Minor's activity and conduct at a NHUMC Event. As the guardian for the minor, I understand and acknowledges that this Release discharges NHUMC from any liability or claim that either I and/or the Minor may have against NHUMC with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Minor's participation in a NHUMC Event. I also understand that NHUMC does not assume any responsibility for or obligation to provide financial assistance or other assistance to or for the Minor, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage which occurs during a NHUMC Event.

**Insurance:** As guardian for the Minor, I understand that the Minor and I expressly waive any such claim for compensation or liability on the part of NHUMC beyond the emergency first aid treatment, which may be offered freely by the representative of NHUMC on the occasion of such injury or medical event.

**Medical Treatment:** As the guardian of the Minor, I and the Minor hereby release and forever discharge NHUMC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Minor's engagement with or participation in a NHUMC Event.

**Assumption of Risk:** As guardian for the Minor, I understand that the Minor's engagement with or participation in a NHUMC Event may include activities that may be hazardous to the Minor including, but not limited to, intramural basketball, volleyball, and other organized athletic games, and their related activities; and group play activities with others who may be younger than, and older than the Minor; and erecting and/o removing a variety of equipment and fixtures with which the Minor is not familiar, and the handling of which the Minor has not been trained. Also, as Guardian for the minor, I recognize and understand that the Minor's engagement with or participation in a NHUMC Event, may, in some situations, involve inherently dangerous activities, and/or travel to other locations within and outside of the State of Texas. As the guardian for the said minor, I hereby expressly assume the risk of injury or harm in, or resulting from those NHUMC Events, and release NHUMC from all liability for injury, illness, death or property damage resulting from the Minor's engagement with or participation in any such NHUMC Event.

**Photographic Release:** As the guardian of said Minor, I grant and convey unto NHUMC all right, title, and interest in any and all photographic images and video or audio recordings made by NHUMC during the Minor's engagement with or participation in a NHUMC Event.

\_\_\_ **yes** \_\_\_ **no** **Photo release as stated above covers Church Website and Publications.**

**(Names will not be used)**

**Other:** As Guardian of the Minor, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall no otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

**To express my understanding of this Release, print first and last names and sign on the signature line.**

Name of Guardian \_\_\_\_\_ Name of Dependent/Minor \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone \_\_\_\_\_

**Organization: Northern Hills UMC Youth Group**

**Signature** of Guardian \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature** of Minor \_\_\_\_\_ **Date** \_\_\_\_\_