



First Romanian Pentecostal Church

18501 Middlebelt Rd

Romulus, MI 48174

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Activity or Event: 2019 FRPC CAROLING TRIP

When: December 24th, 2019 – December 25th, 2019

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN AND/OR VOLUNTEERING AT THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

I acknowledge that at this activity or event, the following are prohibited and will result in possible legal action and removal from the activity or event if preponderance of evidence is found: smoking on the premises including e-cigarettes, any illegal drug usage on the premises that is not available over the counter and is not federally recognized as legal, and any alcohol consumption on the premises.

In consideration of my application and permitting me to participate in this event, I hereby take the actions noted below for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE the entities or persons mentioned in this paragraph from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event. THE FOLLOWING ENTITIES OR PERSONS: First Romanian Pentecostal Church (FRPC) and/or their directors, officers, employees, volunteers, representatives, agents, the activity or event holders, activity or event sponsors, and activity or event volunteers.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise.

I acknowledge that FRPC and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on their behalf.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited

to, those caused by terrain, facilities, temperature, weather, wildlife, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants but are also present for volunteers.

I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

I understand that any smoking including e-cigarettes, any illegal drug usage which is not available over the counter and is not federally recognized as legal, and any alcohol consumption on the premises will result in an immediate removal from the activity or event and possible legal action.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

If 18yrs or older Sign Below:

I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature

Print Participant's Name

Date

If 17yrs old or younger Parent Signature Below:

The Undersigned parent and or legal guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event mentioned above, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND BY SIGNING THIS DOCUMENT I AGREE TO ALLOW MY CHILD TO ATTEND THIS EVENT.

Parent Signature

Print Parent's Name

Date

Participant's Signature

Print Participant's Name

Date