

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of injury that exists while participating in WEST LAKE CHURCH YTH SUMMER CAMP (hereinafter the "Activity"); and

IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge WEST LAKE CHURCH, located at 4582 Kingwood Drive, Kingwood, Texas 77345, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize West Lake Church to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the West Lake Church official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE West Lake Church AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST West Lake Church FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of West Lake Church, its agents, and employees.

I agree that this Release shall be governed for all purposes by Texas law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, _____ and West Lake Church agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to

alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact

Contact Relationship

Contact Telephone

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Participant's Name:

Participant's Address:

PARENT / GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I **HEREBY CERTIFY** that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name:

Relationship to Minor:

Signature:

Date:

Shirt Size:

**Adult sizes*





2023 BigStuf Ministries Participant Release Form

Name of Participant (please print): _____

Graduation Year (if student): _____

Church/Group Name:

Dates Attending:

Youth Pastor/Group Leader:

Liability Release Agreement

I/we understand that there are inherent risks involved in any camp or conference activity, and I/we hereby release BigStuf Ministries, its staff and volunteer workers from any and all liability due to any injury, loss or damage to person or property that may occur during the course of my/our involvement with the BigStuf organization. I/we understand that during the week participants may be photographed or recorded and I authorize and agree to BigStuf Ministries' unrestricted use, reuse and distribution of images and recording including but without limitation for purposes of promoting and publicizing the camps and conference. I/we understand that use of such materials will be without compensation or our/my approval rights any time thereafter.

Transport Home Agreement for Students

I/we, the undersigned, as the parents having legal custody or the legal guardians of the above named participant, a minor, have given our consent for him/her to attend a camp or conference operated by BigStuf Camps, or are of legal consenting age myself. I/we understand that a member of the BigStuf Camps staff or a group leader of our group may need to send a student home as a result of illness, discipline issue or policy violation. I/we understand if the participant named above is dismissed from the camp or conference, I/he/she will be transported home at my/our expense. BigStuf Camps or a group leader of our group will attempt to contact the parent or guardian to arrange such transportation.

Medical Release

Agreement

I/we the undersigned, as the parents having legal custody, or the legal guardians of the above named participant, a minor, have given our consent for him/her to attend a camp or conference operated by BigStuf Camps, or are of legal consenting age myself. In the event that I/he/she is injured while attending the camp or conference and requires the attention of medical personnel, I/we consent to any reasonable medical treatment as deemed necessary by a qualified medical professional. In the event treatment is called for, which a medical professional and/or hospital personnel refuses to administer without my/our consent, I/we hereby authorize an adult leader of our group or a member of the BigStuf Ministries staff to give such consent for us if I/we cannot be reached by telephone at one of the numbers listed below, or because of an emergency, there is not time or opportunity to make a telephone call. In the event it becomes necessary for that person to give consent for us, I/we agree to release and hold them harmless of any claims, demands or suits for damages arising from the giving of such consent so long as the treatment is administered by or under the supervision of a medical professional. I/we also acknowledge that I/we will be ultimately responsible for the cost of any medical care should the cost of that care not be reimbursed by the health insurance carrier.

Emergency Contact Information (please provide two)

Name: _____ Name: _____

Relationship to Participant: _____ Relationship to Participant: _____

Home Phone: _____ Home Phone: _____

Work Phone: _____ Work Phone: _____

Cell Phone: _____ Cell Phone: _____

2023 BigStuf Ministries Participant Release Form

I understand and acknowledge that participation at a BigStuf Camp or Conference is contingent upon compliance with all the policies stated on the previous page: Liability Release and Transport Home and Medical Release

Student Print full name: _____

Parent/Guardian (1) Print full name: _____

Signature: _____ Date: _____

Parent/Guardian (2) Print full name: _____

Signature: _____ Date: _____

----- **OR** -----

Attending Adult Leader Print full name: _____

Signature: _____ Date: _____



Medical Release Agreement

I/we the undersigned, as the parents having legal custody, or the legal guardians of the above named participant, a minor, have given our consent for him/her to attend a camp or conference operated by BigStuf Camps, or are of legal consenting age myself. In the event that I/he/she is injured while attending the camp or conference and requires the attention of medical personnel, I/we consent to any reasonable medical treatment as deemed necessary by a qualified medical professional. In the event treatment is called for, which a medical professional and/or hospital personnel refuses to administer without my/our consent, I/we hereby authorize an adult leader of our group or a member of the BigStuf Ministries staff to give such consent for us if I/we cannot be reached by telephone at one of the numbers listed below, or because of an emergency, there is not time or opportunity to make a telephone call. In the event it becomes necessary for that person to give consent for us, I/we agree to release and hold them harmless of any claims, demands or suits for damages arising from the giving of such consent so long as the treatment is administered by or under the supervision of a medical professional. I/we also acknowledge that I/we will be ultimately responsible for the cost of any medical care should the cost of that care not be reimbursed by the health insurance carrier. Further, I/we affirm that the health insurance information provided below is accurate at this date and will, to the best of my/our knowledge, still be in force at the time of the camp or conference.

Emergency Contact Information (please provide two)

Name: _____ Name: _____
Relationship to Participant: _____ Relationship to Participant: _____
Home Phone: _____ Home Phone: _____
Work Phone: _____ Work Phone: _____
Cell Phone: _____ Cell Phone: _____

In compliance with HIPAA privacy laws, the section below will be detached and disposed of after completion of camp.

Medical Information*

Participant Name: _____
Gender: Female Male
Date of Birth: ____/____/____

Home Address:

Phone: _____

Date of Last Tetanus Shot: _____

Known Allergies:

Current Medications or Health Conditions:

**To be used only to determine course of treatment in the event of a medical situation.*

Insurance Information*

Name of Health Insurance Company:

Health Insurance Group Number: _____ Health Insurance Policy

Number: _____

Address of Health Insurance Company:

Phone of Health Insurance Company:

Name of Policy Holder:

Policy Holder's Phone Number:

Check the following box if the participant does not have insurance*:

**Participants without health insurance are still able to attend, understanding the risks and personal liability to any and all medical payments.*