

**Authorization For and Consent to Treatment of A Minor and Release Of Liability.
RELEASE OF LIABILITY - READ BEFORE SIGNING**

I/We the undersigned parent(s) or legal guardian and having custody of _____, a minor, do hereby authorize **TRINITY LUTHERAN CHURCH** and/or any duly appointed representative including, but not limited to: the Pastor(s), Youth Director, Church Council, Church staff (paid and volunteer) or **any authorized Adult or Driver** as agents for the undersigned, to consent to any X-Ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care to be rendered to said minor under the general or specific supervision and upon the advice of 1) any physician or surgeon licensed under the supervision of the Medical Practice Act of the State of California or under any similar Act adopted in any other State, or any X-Ray examination, anesthetic, dental or surgical diagnosis or treatment and hospital care to be rendered to the minor by any Dentist licensed under the provisions of the Dental Practice Act of California or any similar Act in any other State, or 2) any member(s) of the medical staff of a licensed hospital; whether such examination, diagnosis, treatment or care is rendered at the office of said physician, dentist, or said hospital.

This authorization and consent shall be in full force and effect and irrevocable during the following activity or activities to be promoted, sponsored, or conducted by **TRINITY LUTHERAN CHURCH** or any of its component organizations. Specifically, but not limited to: **TRINITY SUMMER/WINTER FUN, TRINITY LUTHERAN YOUTH, TRINITY CONFIRMATION PROGRAM - meetings, outings, retreats and any other planned activity.**

It is understood that this authorization is given in advance of any specific examination, diagnosis, treatment, or care being required, but is given as specific consent to any and all such examinations, diagnoses, treatments or hospital care which any physician, surgeon, and/or dentist, in the exercise of his/her best judgment, may deem advisable, to protect the life and/or health of the minor child named above.

In consideration of the benefits to be derived from the aforesaid outing or outings, I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND **RELEASE OF LIABILITY**, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT, I KNOW AND UNDERSTAND THAT MY SIGNATURE ON THIS FORM OPERATES AS A COMPLETE **RELEASE OF Trinity Lutheran Church** FROM ANY AND ALL **LIABILITY**, INCLUDING ITS OWN NEGLIGENCE. I FREELY AND WILLINGLY CONSENT TO THIS WAIVER AND **RELEASE OF LIABILITY**, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT. BY SIGNING THIS FORM, I AFFIRM THAT I HAVE READ AND COMPLETELY UNDERSTAND THIS DOCUMENT AND THE FORM ON THE REVERSE OF THIS DOCUMENT (Appendix A).

This authorization is given pursuant to the provisions of Section 25.8 of the Civil Code of California, and shall remain effective for all activities promoted, sponsored, or conducted by or under the auspices of **TRINITY LUTHERAN CHURCH** for the period of the stated event promoted, sponsored, or conducted under the auspices of **TRINITY LUTHERAN CHURCH** unless sooner revoked in writing and delivered to said agents upon the conclusion of any such activity or related transportation

FATHER _____ and/or MOTHER _____
Or LEGAL GUARDIAN _____

Address of parent(s) or Guardian _____

Telephone Number(s) of Parent(s) or Guardian
Home _____ Work _____ Cell _____

EMERGENCY INFORMATION AND AUTHORIZATION FOR TREATMENT OF A MINOR

Minor's full Name (Print) _____ Age _____

Date of Last tetanus shot: / /

Please note any special medical problems or allergies of said minor (If none, state "None") _____

List any regular medications given to said minor and the name of the Physician prescribing said medication. (If none, state "None") _____

Name of each insurance company, Phone Number and Policy number of each health insurance policy covering minor: _____

Please provide copies of each Insurance card, front and back, for all policies covering each child. Provide prescription cards if required.

APPENDIX A

WAIVER AND RELEASE OF LIABILITY, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

TO BE READ AND SIGNED BY Parents/Guardian before their child will PARTICIPATE IN ANY CHURCH ACTIVITY.

Being the parent(s)/Legal Guardian of _____ I/we request Trinity Lutheran Church ("TLC") to permit my/our child to participate in **Church Activities – August 1, 2009 through August 31, 2010** (the "Activity"). In consideration of the granting of this privilege, which privilege I acknowledge as adequate consideration, I/we, the undersigned, for our child(ren) and my heirs, assigns and personal representatives, do hereby agree to the following conditions:

(1) TLC reserves the right to revoke the privilege of access to its premises and participation or continued participation in the activity at the sole discretion of TLC at any time and for any reason.

(2) **WAIVER** . I assume sole and complete responsibility for any injury to my child, property, or reputation, suffered or claimed to have been suffered while on the premises of TLC, to and from the planned activity, and while participating in said activity and hereby waive in advance any and all claims for any such losses, including any right of subrogation I or my insurers might have against TLC.

(3) **RELEASE AND COVENANT NOT TO SUE**. I/we understand that my/our child's presence on the premises of TLC and/or participation in the activity can expose him/her to dangers both from known risk and unanticipated risk. I/we understand that the activity can involve physically and emotionally demanding activities which may result in injury to my child, property, or reputation. I/we understand that my participation in the activity is entirely voluntary and that I/we may choose, on behalf of my/our child, at any time not to participate in all or any part of the activity. Acknowledging that such risk exists, I/we assume that risk, including the risk of negligent conduct, and I **release** and discharge TLC from any and all claims or **liability** for any injury to my person, property, or reputation that my/our child may suffer while on the premises of TLC and/or while participating in the activity, including, but not limited to, any claims arising out of any condition of the premises of TLC or conduct of any person in connection with the preparation for, supervision of, or conduct of the activity. I/we further agree and covenant not to sue TLC for any such claim. In signing this **release**, **I FULLY RECOGNIZE THAT IF MY/OUR CHILD IS HURT AND/OR MY/OUR PROPERTY IS DAMAGED WHILE ON THE PREMISES OF TLC, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST TLC, WITHOUT REGARD TO THE PERSON OR ENTITY CAUSING THE INJURY OR DAMAGE.**

(4) **INDEMNITY**. I/we hereby agree to indemnify, hold harmless, and defend in any action or proceeding, TLC from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs and any other expense, for or relating to any injury to person, property, or reputation, suffered or claimed to have been suffered by anyone, arising out of or resulting from my access to or use of the premises of TLC and/or participation in the activity, regardless of whether the act or omission complained of was caused by the negligence in any form of TLC or any other activity participants. This provision will apply regardless of whether or not the lawsuit, claim, damages, costs and/or attorneys' fees arises out of the negligence of any of the indemnities. As I/we am releasing any claim my family, guardian, representative and/or estate might wish to make by reason of my injury or death, this indemnity provision shall specifically apply to such actions. I/we understand and agree that any claim or lawsuit by me/us or on my/our behalf invokes the application of the indemnity obligation.

(5) I/we understand, acknowledge, and agree that neither TLC nor any participating sponsor(s) or co-sponsor(s) has made any representations or warranties to me concerning the activity; that I/we have not relied on any such representations or warranties; and that TLC and any and all such participating sponsor(s) or co-sponsor(s) have and hereby expressly disclaim all warranties, express or implied, regarding the activity.

(6) I/we understand, acknowledge, and agree that TLC may record my appearance and participation in the activity on photographic film, videotape, audiotape, or any other medium (collectively, "Recording"), is the owner of all rights in and to the Recording for all purposes, may reproduce and republish the Recording, and shall have the sole right to use and license others to use the Recording and may use my name, portrait, picture and biographical material to publicize and advertise the activity.

(7) "TLC," as used throughout this Agreement, shall mean Trinity Lutheran Church, its officers, Pastors, employees, agents, representatives, affiliates, successors, and assigns.

(8) The "activity" shall mean the retreat, activity, any and all activities conducted in connection with Trinity Lutheran Church, and any and all products or materials used or provided in connection with the activity.

I/we have read and understand the provisions, requirements, and restrictions of this document and, by signing this document, I/we agree to be bound by it

Signature(s)

Date

Signature(s)

Date