



PLEASE FILL IN YOUR CHURCH NAME BEFORE PRINTING:

First Baptist Church, Hot Springs, Arkansas

**Please read this document carefully before signing as it limits your rights and your child's rights. Please sign below to indicate your agreement. NOTE: THIS FORM INCLUDES A RELEASE OF LIABILITY.**

## **AUTHORIZATION AND RELEASE OF LIABILITY**

I, the parent or guardian of the above-named child, authorize the participation of my child in the Upward Unlimited (herein being referred to as UU) athletic program (the "Program") of the above-named Church. My child will participate in the UU sport denoted at the time of registration. In consideration of the privilege of my child's participation in the Program, the undersigned individual states as follows:

**I understand the nature of the Program.** I understand that this Program is a nonprofit Christian sports ministry program for youth and that my child's participation is voluntary and not essential to completion of requirements of any program, school or government agency. I understand that the Program is conducted by the Church and its volunteers and staff, including parents of other participating children. I also understand that the Church is solely responsible for all aspects of the Program including selection and supervision of all persons conducting the Program, and that UU is not responsible for the Program or selecting and supervising persons conducting the Program.

**I understand the risks associated with my child's participation in the Program.** I further understand and agree that my child's participation in athletic and other activities of the Program necessarily involves the risk of injury, illness, and even death from various causes, including but not limited to accidents, falls, strenuous and prolonged physical activity, dehydration, communicable disease such as influenza, MRSA, and COVID-19, myocarditis, collision or dispute with other participants, weather related injuries, playing area and equipment defects, the lack of immediate availability of medical care or medical facilities, and negligence of coaches and referees (the "Risks"). ON BEHALF OF MY CHILD AND ME, I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES INCURRED BY MY CHILD AND ME AS A RESULT OF MY CHILD'S PARTICIPATION IN THE PROGRAM.

### **RELEASE – My Child's Rights.**

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE CHURCH AND UU, and all of the Church's and UU's directors, officers, elders, trustees, deacons, employees, volunteers, insurers, agents and representatives and all other persons associated with the Program (including without limitation any other participating churches, sponsors, parents, vendors, coaches and other game and event workers, officials, drivers, and organizations) (collectively, the "Released

Parties"), and each of them, of and from, and do discharge and waive, any and all claims, **including negligence**, demands, losses, damages, and liabilities that my child may have or sustain, including attorney's fees and costs, with respect to any and all property damage, economic loss, medical expense, personal injury and other expense, injury or harm, and/or death, arising directly or indirectly from my child's participation in activities with the Program, and any first aid, medical care or treatment provided to my child in the event my child is injured or becomes ill while participating in Program activities. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, **including claims for negligence**, arising directly or indirectly from participation in any activities with the Program.

### **RELEASE – Parent/Guardian Rights.**

I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties, and each of them, of and from, and do discharge and waive, any and all claims, **including negligence**, demands, losses, damages, and liabilities that I as the parent / guardian of my child may have or sustain, including attorney's fees and costs, with respect to any and all property damage, economic loss, medical expense, personal injury, illness, and other injury or harm, and/or death arising directly or indirectly from the participation of my child in activities with the Program, including without limitation the Risks described above. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, **including claims for negligence**, arising directly or indirectly from participation in any activities with the Program.

### **INDEMNIFICATION.**

The covenants and undertakings of this Release are given for and shall be binding upon me and my child's, family, heirs, estate, next of kin, executors, administrators, legal representatives, beneficiaries, successors and assigns. I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Released Parties, and each of them, from and against any and all claims, demands, losses, damages, attorney's fees and costs, expenses, and liabilities made against or incurred by any of them, including those for indemnity, contribution or otherwise, arising from my child's participation in the Program activities and the Risks, whether resulting from claims, actions or lawsuits asserted by me or by another person against the Released Parties, except to the extent prohibited by applicable law.

**This Release of Liability shall be as broadly construed as allowed by law to include all claims and rights that the child, that I as parent/guardian, and that other family members may have.** I am a legally responsible parent or guardian of my child. If any provision of this Release of Liability is deemed invalid, the remaining provisions shall remain in full force and effect. This Release of Liability shall be binding on me, my family, heirs, next of kin, legal representatives, beneficiaries, successors and assigns. I acknowledge and consent that registration will allow Upward to obtain access to personal information regarding me and my child participant. I agree that Upward may use such personal information in a manner consistent with UU's Conditions of Use and Privacy as amended from time to time. I further understand that the current version of UU's Conditions of Use and Privacy may be found at [www.upward.org](http://www.upward.org).

### **PARTICIPATION AND SAFETY**

**I understand that participation in the Program may involve strenuous and prolonged physical activity. I agree that my child is healthy and able to participate in the Program activities.** I understand that the Church or its representatives may request health information concerning my child and/or ask my child to undergo a medical exam. If the Church determines that my child does have a physical, mental or other condition that may affect his/her ability to safely and appropriately participate in Program activities (or that may affect the ability of other children to participate safely), the

Church may determine that my child cannot be permitted to participate. I understand and agree that, while the Church desires that all children will be able to participate, such decisions may have to be made out of concern for the best interests of my child and other participants.

### **CONSENT TO MEDICAL TREATMENT**

In the event my child is injured or becomes ill in Program activities, and if I, the parent or guardian of the above-named child, am not present to make medical decisions, I hereby authorize the Church, its staff, volunteers including volunteer parent participants, coaches, assistant coaches, and referees, supervisors and drivers, to arrange for and consent on my behalf to emergency medical and dental care and treatment, including tests and radiological exams, and surgery, and hospital care and treatment, and to consent to medications for pain and other conditions as prescribed by medical personnel attending my child. I am responsible for payment of any medical charges or expenses not covered by my insurance or the insurance applicable to my child (if any). My signature below indicates that all information provided in this form is true and accurate, and that I fully agree to all statements made on the form, including but not limited to the Authorization and Release of Liability, Medical Conditions, and Consent to Medical Treatment. My signature also indicates that all legal guardians are aware and consensual with the participation of the above-named child.

Parent/Guardian Name \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_