

2023 First Baptist Church Hesperia ACTIVITY PARTICIPATION AGREEMENT (MINOR)

The minor children identified below, by and through his/her/their parent or guardian, hereby request to participate in all First Baptist Church Hesperia sponsored activities from the date signed below through **December 31, 2023**. Church sponsored activities to which this Agreement applies include, but are not limited to the following: sleepovers, relay races, hiking, rope activities, paint ball, amusement park rides, inflatables, ping pong, consumption of snacks/pizza/hot dogs/hamburgers, dodge ball, volleyball, basketball, swimming pool parties, roller skating, bowling, boat ride, tubing, Huntington Beach Day Trips, Victor Valley Mall Trips, Fundraising Activities (preparing meals, serving/cleaning up tables, washing dishes, pulling weeds, washing windows, housework, misc. yardwork, washing cars), attending Christian concerts, Christmas Parties, and/or Caroling, Summer camp to Jenness Park in Cold Springs, CA and other activities as may be organized by the First Baptist Church Hesperia from time to time.

In consideration of FIRST BAPTIST CHURCH Hesperia agreement to allow my children to participate in the Activities, the receipt and sufficiency of which consideration is hereby acknowledged, I, individually, and on behalf of my children and our respective heirs, executors, administrators, successors, assigns, and personal representatives, agree as follows:

Assumption of Risk: I understand that participation in the Activities, including travel to, from and during the Activities, by its very nature, includes certain inherent risks, known and unknown, that cannot be eliminated regardless of the care taken to avoid injuries or losses. The specific risks vary, but may involve bodily injury, emotional injury, personal injury, illness, disfigurement, permanent disability, death, property damage, and economic loss. Specific risks associated with this some or more of the Activities includes, but is not limited to: unpredictable ocean currents, lightning, hypothermia, hostile or aggressive wildlife, drowning, death, falls, fractures, concussions, dangers arising from adverse weather conditions, overexertion, overheating, participants of varying skill levels, equipment failures, injuries associated with inadequate safety measures, collision with other participants, spectators, vehicles, or natural or manmade objects, negligence of others, situations beyond the immediate control of the activity organizers, and other undefined risks and dangers which may not be readily foreseeable or are presently unknown. I understand and appreciate the risks that are inherent in my child's participation in the Activities, including travel to, from, and during the Activities, and that injuries or losses may arise from the negligence of my children or others, conditions related to travel, or the conditions of the Activities and/or locations. Nonetheless, to the fullest extent permitted by law, I agree that my children may participate in the Activities and agree that my children assume any and all risks of injury or harm that my children may sustain as a result of his/her/their participation in the Activities.

Waiver of Liability: To the fullest extent permitted by law, I agree to release FIRST BAPTIST Church Hesperia and its agents, representatives, trustees, officers, affiliates, subsidiaries, divisions, administrators, directors, employees, independent contractors, and volunteers (collectively referred to herein as the "Church") from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of my children's participation in the Activities. I agree to hold Church completely harmless and not liable, and to release Church from all liability whatsoever, and agree not to sue Church, on account of or in connection with any claims, losses, demands causes of action, losses, costs, or expenses arising out of or connected in any way with my children's participation in the Activities. This release is intended to discharge Church against any and all liability whatsoever arising out of or connected in any way with the Activities, including travel to, from, and during the Activities, whether that liability is incurred on or off of Church-owned premises, and even though that liability may arise out of the negligence or carelessness on the part Church.

Indemnification: To the fullest extent permitted by law, I agree to immediately defend, indemnify, and hold Church harmless from and against all claims, demands, causes of action, suits, damages, costs, losses, expenses, and liabilities of every kind and nature arising out of or connected in any way with my children's participation in the Activities, including all amounts incurred by Church for defending any such all claims, suits, damages, costs, losses and expenses, including all attorney's fees and costs incurred. The indemnity shall apply regardless of any active and/or passive negligent act or omission of Church other responsible party, or their agents or employees.

Video/Photo Release: During the Activities, photographs may be taken, and videos may be produced and used for future publicity. I give permission for images of my children captured during the Activities, including but not limited to images captured by video, photo, and digital camera to be used for the purposes of First Baptist Church Hesperia, including in promotional materials and publications and agree to waive any rights of compensation or ownership thereto.

Authorization and Consent to Medical Treatment: By my signature below, I certify that I am the legal parent or guardian of the children identified below and that my children are medically fit to participate in the Activities. In the event that any of my children are injured any time during his/her/their participation in the Activities, I hereby authorize and consent for Church to administer general first aid treatment for any minor injuries or illnesses my children may experience. If the injury or illness is life threatening or in need of emergency treatment, I authorize Church to summon any and all professional emergency personnel to attend, transport, and treat my children, and to issue consent for any X-ray,

anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state or country in which such treatment is rendered. I understand that this authorization and consent is given in advance of any specific diagnosis, treatment or hospital care which may become required, but is given to provide authority and power to Church to render care in the best judgment of Church upon the advice of any such medical, dental, or emergency personnel. I understand that efforts shall be made obtain my consent prior to rendering treatment, but that treatment will not be withheld if I am incapacitated, unavailable, or otherwise unable to provide consent. This authorization is given pursuant to California Family Code section 6910, and authorization is hereby given to any medical, dental, or emergency personnel who have provided treatment to my children, to surrender physical custody of my children to Church upon the completion of treatment. I acknowledge and understand that Church does not provide medical, or dental insurance coverage for my children in connection with my children's participation in the Activities and I agree to assume all responsibility for payment for any treatment my children may receive.

IN SIGNING BELOW, I HEREBY ACKNOWLEDGE AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE OR OLDER, THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS AND PROVISIONS, THAT I UNDERSTAND IT AFFECTS MY LEGAL RIGHTS AND THE RIGHTS OF MY CHILDREN, THAT IT IS A BINDING AGREEMENT, AND THAT I HAVE SIGNED IT KNOWINGLY AND VOLUNTARILY.

NUMBER OF MINOR CHILDREN TO WHOM THIS AGREEMENT APPLIES: _____

Print Name of Child No. 1

Policy #

Print Name of Child No. 2

Policy #

Print Name of Child No. 3

Policy #

Personal Health Insurance Co: _____ PHONE# _____

Signature of Legal Parent or Guardian

Date

Print Name of Legal Parent or Guardian

Phone #

Emergency Contact

Relationship

Phone #

Please list any medical or physical limitations below. Include allergies to medication and food.

