



MEDICAL RELEASE & WAIVER OF LIABILITY

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Name of participant: _____

Name of parent(s) or guardian(s) if under 18 years of age:

_____ Cell Phone: _____

_____ Cell Phone: _____

Other person and number to call in emergency:

_____ Cell Phone: _____

CONSENT AND CERTIFICATION

I, _____, being an adult participant or the parent or legal guardian of the named participant above, do hereby consent to the participation the named participant in this activity conducted by The First Pentecostal Church of South Brevard Inc at Camp Kulaqua. I certify that the named participant is physically fit and adequately prepared to participate in this event.

MEDICAL TREATMENT AUTHORIZATION

I understand that I will be notified in the case of a medical emergency. However, in the event that I cannot be reached, I authorize the calling of a doctor and the providing of necessary medical services in the event that the named participant is injured or becomes ill. I authorize the activities director or designated chaperone to make emergency medical care decisions on behalf of the named participant, if required by law or a health care provider. I authorize these persons to act in my place to consent to all necessary and appropriate x-ray examinations, anesthetic, medical or surgical diagnosis or treatment, and hospital care.

I understand that The First Pentecostal Church of South Brevard Inc. will not be responsible for medical expenses incurred solely on the basis of this authorization. I also understand that the designated adult chaperones reserve the right to restrict the named participant from any activity that they do not feel is within the physical capabilities of the named participant.

WAIVER OF LIABILITY

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE First Pentecostal Church of South Brevard Inc., the Board of Trustees of First Pentecostal Church of South Brevard Inc. their officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the named participant or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

I am fully aware of the risks and hazards connected with the activities at Camp Kulaqua, and I am aware that such activities include the risk of injury and even death, and I hereby elect the named participant to voluntarily participate in said activities. I understand that First Pentecostal Church of South Brevard Inc. does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained to the named participant, or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida and that any mediation, suit, or other proceeding must be filed or entered into only in Florida and the federal or state courts of Florida. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Signature of Participant

Date

Signature of Parent or Guardian, if participant is under 18 years of age.

Date