



MEDICAL AND LIABILITY RELEASE

2016-2017

Youth Ministry, Montclair Presbyterian Church
5701 Thornhill Drive, Oakland CA 94611 (510)339-1131



Youth's Name _____ Birthday _____ Female _____ Male _____
 Address _____ City _____ State _____ Zip _____
 Home Phone _____ In emergency notify _____ Relationship _____ Phone _____
 Family Doctor _____ City _____ Phone _____

HEALTH HISTORY

_____ Drug Allergies _____ Diabetes _____ Chronic Asthma _____ Epilepsy or Other Nervous System Issue _____ Heart Condition
 _____ Seasonal Allergies _____ Frequent Colds _____ Frequent Stomach Upsets _____ Physical Challenge or Handicap
 _____ Allergies to Insect Bites _____ Food Allergies _____ Other Condition Requiring Daily Medication _____ Other conditions not listed

If any of the above are checked, please give details (i.e. include normal treatment of allergic reactions)...

Date of last tetanus shot _____
 Name and dosage of any medications that must be taken _____
 Any swimming restrictions? Yes _____ No _____ Any activity restrictions? Yes _____ No _____
 If yes, describe restrictions _____

If your child/youth should require medical attention at an overnight event for a pre-existing condition, please send us the information necessary to give your child/youth proper medical service during your child/youth's participation at the event.

Montclair Presbyterian Church's insurance is only secondary insurance. If you have medical insurance, your carrier will be billed for medical charges in case of illness or injury while your child/youth is at a Montclair Presbyterian Church activity. Do you have health insurance? Yes _____ No _____

Please give name and address of insurance company:

Insurance Company _____
 Address _____
 Phone Number _____

Policy Number (or main insured's Social Security Number)

(Signature required on back side)

MEDICAL RELEASE:

In the event there is an emergency during a Montclair Presbyterian Church's youth event involving the child named herein and I cannot be contacted, I give MPC permission to seek emergency medical treatment, especially in life-threatening conditions, and accept said treatment as proper under the circumstances involved. My signature at the bottom of this form is intended to serve as a medical release.

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT/MINOR:

- (1) I, the undersigned, as parent or guardian of the above named minor, hereby agree to allow said minor to participate in the activities that occur at Montclair Presbyterian Church or that are sponsored by Montclair Presbyterian Church and occur at other premises.
- (2) I realize that unanticipated and unexpected events may arise during and associated with youth group activities. I voluntarily agree to accept any and all risks of injury, death or damages of any nature resulting directly or indirectly from named minor's participation in these activities.
- (3) In consideration of the benefits provided by Montclair Presbyterian Church, I hereby agree that neither I, my successors, assigns nor anyone acting on my behalf will make claim against or sue Montclair Presbyterian Church, its officers, Session, agents or employees as a result of my child's participation in youth group activities. In addition, I hereby release Montclair Presbyterian Church, its officers, Session, agents and employees from all claims or lawsuits that I, my successors, assigns or anyone acting on my behalf may now have or may hereafter at any time have for injury or damage:
 - (A) Resulting from the condition of any Montclair Presbyterian Church facility that has been reasonably maintained,
 - (B) Suffered by the child/youth named herein while participating in or traveling to and from the activities, or
 - (C) Suffered by the child/youth named herein in any other activity associated with the activities aforementioned.

This release does not apply to intentional and/or willful acts of misconduct by Montclair Presbyterian Church or any of its officers, Board, agents or employees.

- (4) Any controversy between the parties regarding a claim against Montclair Presbyterian Church or the construction or application of this agreement shall be settled by mediation, and if necessary, legally binding arbitration in accordance with the Rules of Procedures for Christian Conciliation. The parties expressly agree to waive their right to file a lawsuit against one another in any civil court for such disputes except to enforce an arbitration decision. Each party agrees to pay their own attorney fees and to evenly share in the costs and fees of the mediation or binding arbitration.
- (5) I understand that this agreement and release of liability is enforceable against me only as parent or guardian of said minor on this form. This agreement and release of liability may not be enforceable against named minor when he/she becomes of legal age. Therefore, in further consideration for permitting named minor to participate in the activities listed on individual permission slips, I agree to defend and hold harmless Montclair Presbyterian Church, its officers, Session, agents, employees and volunteers against any claim or lawsuit for injury. This includes loss or damage arising from or in any way connected with named minor's participation in the activities, including any injury, loss or damage resulting from the condition of any facility or from negligence, carelessness or other acts of Montclair Presbyterian Church, its officers, Session, agents and employees. I also agree to reimburse Montclair Presbyterian Church, its officers, Session, agents and employees for any loss, damage, liability, cost or expense they suffer as a result of any such claim or lawsuit brought against Montclair Presbyterian Church by named minor.
- (6) I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and indemnity and that it is a legally binding contract between Montclair Presbyterian Church and me and I sign it of my own free will.

PARENT OR GUARDIAN'S SIGNATURE _____ **DATE** _____
(You may sign your own Release if you are 18 or older)

PLEASE PRINT NAME _____ **RELATIONSHIP TO CHILD/YOUTH** _____