

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

*****WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE - PLEASE READ CAREFULLY*****

This form must be completed and returned to Glad Tidings Church before any child may attend the 2016 Children or Youth Ministry Programs.

PARTICIPANT(S) & CHILDREN/YOUTH MINISTRY PROGRAMS INFORMATION:

Participant's name #1 ("Participant(s)": _____

Birth date: _____ Sex: M F (Circle one) Allergies: _____
(dd/mm/yyyy)

Participant's name #2 ("Participant(s)": _____

Birth date: _____ Sex: M F (Circle one) Allergies: _____
(dd/mm/yyyy)

Participant's name #3("Participant(s)": _____

Birth date: _____ Sex: M F (Circle one) Allergies: _____
(dd/mm/yyyy)

Participant's name #4 ("Participant(s)": _____

Birth date: _____ Sex: M F (Circle one) Allergies: _____
(dd/mm/yyyy)

Parent/Guardian's name(s): _____

Home address: _____

Home phone: _____ Work phone: _____

Cell phone: _____ Email: _____

IN THE EVENT OF AN EMERGENCY involving the Participant(s), the Church will contact the following persons:

Name #1: _____

Home Address: _____

Cell Phone: _____ Home Phone: _____

E-mail: _____

Name #2: _____

Home Address: _____

Cell Phone: _____ Home Phone: _____

E-mail: _____

A brief description of the activities (hereinafter referred to as “2016 Children/Youth Ministry Programs”) follows:

Participating in lessons, singing, playing games/sports, etc. in a large group, smaller classroom, portable, and/or gym settings. Most activities take place indoors, but occasionally, supervised outdoor activities may take place on Glad Tidings property. In the event of a fire and/or fire drill, children will be evacuated out of the building.

ASSUMPTION OF RISKS:

PARENT/GUARDIAN(S) PERMISSION:

I/we, the Parent/Guardian (circle one) of the Participant(s), in consideration of the Participant(s) being permitted by Glad Tidings Church (Sudbury) (hereinafter referred to as “the Church”) to attend and participate in the 2016 Children/Youth Ministry Programs hereby agree, personally and on behalf of the Participant(s), as follows:

I/we understand my activities during the 2016 Children/Youth Ministry Programs may involve inherent risks, dangers and hazards.

I/we, the undersigned, personally and on behalf of the Participant(s), freely accept and fully assume all such risks, dangers and hazards, and the possibility of personal injury, harm, illness, death, property damage or loss, and responsibility for injuries, losses, costs and damages, however caused, that the Participant(s) incurs as a result of his/her/their participation in the activities in 2016 Children/Youth Ministry Programs.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

I/we personally and on behalf of the Participant(s), in consideration of the Participant(s) being permitted to participate in the 2016 Children/Youth Ministry Programs, hereby on behalf of myself, my personal representatives, assigns, heirs and next of kin, freely and voluntarily, without duress, execute this Release under the following terms:

- TO WAIVE ANY AND ALL CLAIMS that I/we and/or the Participant(s) have or may in the future have against the Church, its past and present directors, officers, deacons, pastors, members, employees, other Participants, assigned Kid’s Ministry Program leaders, volunteers, affiliates, agents and representatives (all of whom are hereinafter collectively referred to as the “Releasees”);
- TO RELEASE THE RELEASEES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS from any and all liability for any loss, damage, injury or expense that I/we and/or the Participant(s) may suffer, or that our next of kin may suffer as a result of participation in the 2016 Children/Youth Ministry Programs, due to any cause whatsoever, INCLUDING any liability, claim, demands, damages, actions, suits of any nature and due to any cause whatsoever, including based in negligence, breach of contract or breach of any statutory or other duty of care;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES and their respective successors and assigns from any and all liability, claims, actions, causes of action and demands of whatever kind or nature, either in

law or in equity, whether foreseen or unforeseen, which arise or may hereafter arise from participation in the 2016 Children/Youth Ministry Programs, for any damage to property of, or sickness, death or personal injury to, any third party, resulting from participation in the 2016 Children/Youth Ministry Programs and for any costs involved in connection with such claims.

I/we personally and on behalf of the Participant(s), are not only giving up the right to sue the Church, but also any rights of our respective heirs, next of kin, executors, personal representatives and assigns.

EARLY RETURN HOME POLICY:

Should it be necessary for my child/children to return home due to medical reasons, disciplinary action, or otherwise, the undersigned shall assume all transportation costs and responsibility.

PROPRIETARY AND CONFIDENTIAL INFORMATION:

I/WE, PERSONALLY AND ON BEHALF OF THE PARTICIPANT:

- GRANT AND CONVEY unto the Church all right, title and interest in any and all photographic images and video or audio recordings made by the Church directors, officers, employees, volunteers or Kid's Ministry Program leaders during his/her participation in the Kid's Ministry Programs, including, but not limited to, any moral rights, royalties, proceeds, or other benefits derived from such photographs or recordings. I/we also waive any and all rights, including moral rights I/we and/or the Participant(s) has in the photographic images and video or audio recordings made by any of the Church's assignees and licensees. I/we understand and agree that the Church may use, modify and/or publish the photographic images and video or audio recordings or portions thereof in any manner it considers appropriate.

Specify: In House Advertising: ☐ Yes ☐ No *Website:* ☐ Yes ☐ No *Community:* ☐ Yes ☐ No

- HEREBY AUTHORIZE AND GIVE CONSENT to the Church, for the use, collection and disclosure of personal information for the purposes specifically stated in the Church's Privacy Policy, for the Kid's Ministry Programs, or for the purposes disclosed at the time of the collection. I/we further authorize and give consent, to the Church to use personal information for the internal purposes of the Church, including weekly ministry activities such as Kid's Church, Christian Education classes, and Junior and Senior High activities. I understand that I may withdraw my consent at any time by directing a written request to the Chief Privacy Compliance Officer as indicated on the website.

GENERAL:

I/WE EXPRESSLY AGREE that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario, Canada, and that this Release shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada, applicable therein. I/we agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions, which shall continue to be enforceable.

THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING upon my heirs, next of kin, executors, administrators, assigns and representatives myself, or the Participant(s).

In entering into this Agreement, I/we am not relying upon any oral or written representations or statements made

by the Releasees other than what is set forth in this Agreement.

I/WE HAVE READ AND UNDERSTAND THIS AGREEMENT AND I/WE ARE AWARE THAT BY SIGNING THIS AGREEMENT I/WE ARE WAIVING CERTAIN LEGAL RIGHTS WHICH I/WE, THE PARTICIPANT(S), OR OUR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I/WE UNDERSTAND that if I/we have any questions regarding this Agreement I/we should consult a lawyer prior to executing the Agreement. By signing this Agreement, I/We represent that I/We have legal capacity and authority to act for, and on behalf of, the Participant(s).

Signed this _____ day of _____, 201 ____

Parent/Guardian signature _____

Witness signature _____

Print Parent/Guardian name clearly _____

Print witness name clearly _____

This Agreement must be completed in full, signed, dated, and witnessed to complete the Participant(s)'s registration for the 2016 Children/Youth Ministry Programs.