

Nerf Night for Kindergarten - 5th Grade
Friday, March 11 at 6:00pm

**Etowah Baptist Church Event
Consent to Release, and Mediation and Binding Arbitration Agreement**

PLEASE READ CAREFULLY AND SIGN BELOW TO INDICATE YOUR AGREEMENT.

NOTE: THIS FORM INCLUDES A RELEASE OF LIABILITY.

Please review and complete the sections below and sign in the space provided to indicate your agreement with all statements made in such sections.

AUTHORIZATION AND RELEASE OF LIABILITY

I, the parent or guardian of the previously named child, authorizes the participation of my child in the Program/Event that corresponds to this document, offered by Etowah Baptist Church. My child will participate in the Program/Event denoted in the accompanying materials.

I understand that this event is a non-profit Christian ministry Program/Event for students 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 Event/Program is conducted by the Church and its volunteers and staff, including parents of other participating children. I further understand and agree that my child's participation in the activities of this Program/Event necessarily involves the risk of injury and even death from various causes, including but not limited to accidents, falls, strenuous and prolonged physical activity, dehydration, illness, collision or dispute with other participants, weather related injuries, playing area and equipment defects, and negligence on the part of the Program/Event leadership and the Church. On behalf of my child, me, and my family, I assume these risks. In consideration of the privilege of my child's participation in the Program/Event, and on behalf of my child and me as parent/guardian, I hereby release, discharge, hold harmless and indemnify, and covenant not to sue, the Church, and all of the Church's directors, officers, elders, trustees, deacons, employees, volunteers, insurers, agents and representatives, and all other persons associated with the Program/Event (including without limitation any other participating Churches, sponsors, parents, vendors, Program/Event workers, officials, drivers, and organizations) as to any and all claims and rights that the child, that I as parent or guardian, and that other family members for personal injuries suffered by my child, property damage, medical expenses, and economic loss arising directly or indirectly out of my child's participation in the Program/Event, 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 the Program/Event activities, and excepting claims that may not be released under 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 or guardian, and that other family members may have. I am a legally responsible parent or guardian of my child. If any provision of the 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 hereby authorize the Church to use, reproduce, distribute, display, and to license others to use, reproduce, distribute, and display, my child's image, and photograph, as well as any video, digital, or audio recording or reproduction, in connection with external and internal communications of the Church for the sole purpose of advancing the Church's programs. I acknowledge and consent that registration will allow Etowah Baptist Church to obtain access to personal information regarding me and my child participant. I agree that Etowah Baptist Church may use such personal information in a manner consistent with the Church's Conditions of Use and Privacy as amended from time to time.

PARTICIPATION AND SAFETY

I understand that participation in the Program/Event may involve prolonged physical activity. I agree that my child is healthy and able to participate in the Program/Event's 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 examination. 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 the Program/Event 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/Event activities, and if I, the parent or guardian of the previously named child, am not present to make medical decisions, I hereby authorize the Church, its staff, volunteers including volunteer parent participants, leaders 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 the 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.

MEDIATION AND BINDING ARBITRATION AGREEMENT

Should any part of the above consent to release contract be deemed invalid, including waving the right to sue, the parties agree that any claim or dispute arising out of, or related to the relationship between Etowah Baptist Church and the signee, including claims under federal, state, and local statutory or common law, the law, the law of contract, and the law of tort, shall be settled by biblically based mediation.

If resolution of any emerging dispute/grievances and reconciliation do not result from mediation, the matter shall then be submitted to the Deacon Fellowship of Etowah Baptist Church for binding arbitration. The parties agree that the mediation and arbitration process will be conducted in accordance with the "Rules of Procedure for Christian Conciliation" ("Rules") contained in the Peacemakers Ministries booklet *Guidelines for Christian Conciliation*. Consistent with these "Rules," with the "Rules," the arbitrator shall issue a written opinion within a reasonable time. The parties to this contract agree that these methods shall be the **sole remedy** for any controversy or claim arising out of this agreement, and they expressly **waive** their right to file a lawsuit against one another in any civil court for such disputes, except to enforce a legally binding arbitration decision. The parties to this agreement have had an opportunity to consult legal counsel before signing this agreement.

Name of Participant: _____

Signature (Parent/Guardian): _____

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Printed Name: _____ Date: _____