

18 & OVER RELEASE OF LIABILITY & CONSENT TO TREATMENT

Forms will only be accepted when ALL FIELDS are complete

Participant Name: _____ Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact: _____ Phone: _____

CONSENT TO TREATMENT

I, _____, as the **team member**, do hereby authorize Bayside Covenant Church, acting as my agent, to consent to any x-ray, examination, anesthetic, medical or surgical diagnosis, or treatment including, but not limited to, over the counter medication and hospital care or service, which is deemed advisable and is rendered under the general or specific supervision of any licensed physician and surgeon, or the medical staff of a licensed hospital, whether such diagnosis or treatment is rendered at the office of said physician or at said hospital.

It is understood that this authorization is given in advance of any specific diagnosis, treatment, or hospital care being rendered, but is given to provide authority and power on the part of Bayside Covenant Church to give specific consent to any all such diagnosis, treatment, or hospital care which the above mentioned physician, in the exercise of his/her judgment, may deem advisable.

I hereby authorize any hospital which has provided treatment to me to surrender my physical custody of myself to Bayside Covenant Church upon completed treatment. These authorizations shall remain effective through the above periods unless sooner revoked in writing and delivered to Bayside Covenant Church.

PARTICIPANT RELEASE, ASSUMPTION OF RISK, AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to participate in the 2020 Mexico Outreach mission trip, including travel to and from the mission site ("Mexicali"), and for the services of Bayside Covenant Church, its agents, employees, volunteers, sponsors and all others acting in any capacity on their behalf to conduct Mexicali (collectively, "Bayside"), **I HEREBY AGREE TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS BAYSIDE, ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ESTATE AS FOLLOWS:**

1. I acknowledge that engaging in international missionary service entails both known and unknowable risks that could result in illness, severe physical and emotional injury, paralysis, death or damage or loss to property. These risks **include, but are not limited to:** accidents in the course of travel to and from the destination; risk of injury or illness commonly associated with construction, recreation or other missionary service activities (including the risk of negligent acts or omissions); and risks associated with living and working in regions with underdeveloped security, buildings, roads, sanitation, food, water, and health care services and facilities. I understand that such risks are inherent to and cannot be eliminated from international missionary service.

2. I understand that international missionary service entails travel in countries or regions where there may be a risk of criminal or terrorist activity.

3. I further acknowledge the risk that Bayside may commit negligent acts or omissions during Mexico Outreach. I also acknowledge the risk that if I am injured or become ill during Mexicali, any such injury or illness may be made worse by negligent treatment or rescue efforts by Bayside or other third parties.

4. My participation in Mexico Outreach is purely voluntary, and I expressly agree to accept and assume all of the risks of participating in Mexico Outreach. **I specifically agree to accept and assume the risk that Bayside may commit negligent acts or omissions during Mexico Outreach. I also agree to accept and assume risk that any injures or illness I may suffer during Mexico Outreach may be made worse by negligent treatment or rescue efforts by Bayside or other third parties.**

5. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Bayside** from any and all claims, demands, or causes of actions, which in any way arise from or are related to my participation in Mexicali, **including all claims alleging negligence if I am injured or become ill in any way during Mexico Outreach.**

6. In the event that I or any legal representative acting on my behalf files a lawsuit against Bayside, I agree to do so solely in the Superior Court for the State of California, County of Placer. I further agree that California substantive law shall apply without regard to the conflict of law rules of California or any other state or nation. I agree that the prevailing party in any such action or an action to enforce this "Participant Release Assumption of Risk and Hold Harmless Argument" shall be entitled to recover its attorney's fees and costs. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I acknowledge that I may be found by a court of law to have waived my right to maintain a lawsuit against Bayside, **including claims that Bayside has committed negligent acts or omissions.** I have had a sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Doctor's Name: _____ Phone Number: _____

Insurance Information: Check One

I have medical and accident insurance with: _____ Policy Number: _____

I have no medical or accident insurance, and I agree to pay any and all medical and/or dental expenses directly or indirectly related to myself and/or to my son's/daughter's in the ministry, including during transportation to and from the event(s).

Participant Signature

Date

Witness Signature

Date