

BELL SHOALS BAPTIST CHURCH OF BRANDON, INC.
BELL SHOALS BAPTIST ACADEMY
YOUTH ACTIVITY PARTICIPANT FORM FOR MINORS UNDER 18 YEARS OF AGE

- (1) PARTICIPANT INFORMATION
- (2) AUTHORIZATION FOR MEDICAL TREATMENT
- (3) PHOTOGRAPHIC AND REPROGRAPHIC RELEASE
- (4) PRE-INJURY WAIVER, RELEASE AND HOLD HARMLESS
- (5) DISPUTE RESOLUTION

PARTICIPANT INFORMATION (PLEASE PRINT LEGIBLY)

Minor's Name (per Passport or DL): (Last) _____ (First) _____ (Middle) _____
Date of Birth: _____ Age: _____ Grade: _____ Sex (check one): _____ Male _____ Female
Father's Name: _____ Mother's Name: _____
Home Address: _____ City: _____ State: _____ Zip: _____
Participant/Minor Home Phone: _____
Father's Cell: _____ Work Phone: _____ Ext. _____
Mother's Cell: _____ Work Phone: _____ Ext. _____
Primary Email Address: _____
In Case of Emergency, please contact: _____ Relation to Participant: _____
Home/Cell Phone: _____ Work Phone: _____ Ext. _____
2nd Emergency contact: _____ Relation to Participant: _____
Home/Cell Phone: _____ Work Phone: _____ Ext. _____
We, _____ and _____ are the parents or legal guardians ("Participant's Guardians") of _____, a minor child under 18 years of age ("Participant").

AUTHORIZATION FOR MEDICAL TREATMENT

Participant's Guardians authorize and consent to a member of the Bell Shoals Baptist Church Leadership Team, including a mission team member, camp leader, Bell Shoals Baptist Academy faculty or staff member (hereafter "Bell Shoals Designee"), to administer general first aid treatment for any minor injuries or illnesses experienced by Participant. If the injury or illness is life threatening or in need of emergency treatment, Participant's Guardians authorize the Bell Shoals Designee to summon any and all professional emergency personnel to attend, transport, and treat Participant and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state or country in which such treatment is to occur. It is understood that this authorization is given in advance of any such medical treatment, but is given to provide authority and power on the part of the Bell Shoals Designee in the exercise of his or her best judgment upon the advice of any such medical or emergency personnel.

Participant's Guardians assume personal responsibility for all medical bills and certifies that they have secured primary medical insurance for Participant. Further, should it be necessary for Participant to return home due to medical reasons, for disciplinary action, or otherwise, Participant's Guardians hereby assume responsibility for all related transportation and/or communication costs.

MEDICAL HISTORY

HOSPITAL INSURANCE: Yes No Insurance Company & Policy Number _____

PHYSICIAN'S NAME: _____ PHONE #: _____

ILLNESSES: (Please list all chronic illnesses and give details as needed)

CURRENT MEDICATIONS: (List all dosages and milligrams) _____

ALLERGIES: (i.e. food, penicillin, etc.)

PREVIOUS OPERATIONS/ADDITIONAL MEDICAL INFORMATION: _____

PHOTOGRAPHIC AND REPROGRAPHIC RELEASE

By signing this document Participant's Guardians hereby give Bell Shoals Baptist Church or Bell Shoals Academy the absolute and irrevocable right and permission to use Participant's name and to use, reproduce, edit, exhibit, project, display, copyright, publish photographic images and/or moving pictures and/or videotaped images of Participant with or without Participant's voice, or in which Participant may be included in whole or in part, photographed, taped, videotaped, and/or recorded during any Youth Activity, and therefore to circulate the same in all forms and media for art, advertising, trade, competition, of every description and/or any lawful purpose whatsoever.

PRE INJURY WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT

We realize and acknowledge that Participant's participation in a Bell Shoals Baptist Church of Brandon, Inc. and/or the Bell Shoals Baptist Academy ("Bell Shoals") event, mission trip, ministry project, youth camp, field trip, sports activity or activity of any kind (collectively "Youth Activity") anywhere within the United States, in a foreign country and travel to and from a Youth Activity, includes many risks and possible dangers. We further acknowledge that a Youth Activity may expose Participant to accidents, disease, war, political unrest and inherently dangerous activities, including by general description and not by way of limitation, horseback riding, go-cart racing, swimming, water skiing, jet skiing, other water sports, hiking, archery, sports activities and any other activities in which youth may engage (collectively "Risks"). We have measured the Risks against the benefits of Participant participating in a Youth Activity and have determined that the benefits far outweigh the Risks.

In good and valuable consideration, including but not limited to Participant being allowed to participate in a Youth Activity, and to the fullest extent permitted by law, we on behalf of ourselves, heirs, executors, administrators and Participant unconditionally agree to waive, release and hold harmless Bell Shoals, its trustees, officers, directors, employees, agents, volunteers, licensees, successors, legal representatives, Bell Shoals Academy faculty and staff members, and assigns (collectively "Bell Shoals Releasees") from any and all liability, claims, demands and causes of action for personal injury, sickness, disease, death, damages, property damage and expenses of any nature (collectively "Claims"), incurred by us and/or Participant, arising out of or related to in any way to a Youth Activity, including negligence and/or fault, in whole or in part, of the Bell Shoals Releasees. This Pre-injury Waiver, Release, and Hold Harmless Agreement applies to all Claims that exceed insurance coverage payments, if any, actually received by Bell Shoals. If no insurance payments are received by Bell Shoals, then this Bell Shoals Baptist Church of Brandon, Inc./Bell Shoals Baptist Academy Youth Activity Form For Minors Under 18 Years Of Age Authorization For Medical Treatment and Photographic And Reprographic Release And Pre-injury Waiver, Release And Hold Harmless Agreement ("Youth Activity Form") applies to all Claims. However, there is no obligation, express or implied, for Bell Shoals to procure insurance coverage to cover any potential Claim. Bell Shoals will use reasonable efforts to obtain commercially reasonable and available commercial liability insurance. Bell Shoals affirms that the safety and well-being of all Participants is of utmost importance.

Participant's Guardians have considered the ability to obtain independent insurance coverage and certify that we have secured primary medical insurance for Participant or have other means to cover the expense of any loss, damage or injury, as described above, and we accept the risks and associated expense.

To the extent any of the terms or provisions of this Youth Activity Form is deemed unenforceable by a court of competent jurisdiction or arbitration panel, then the terms or provisions that are deemed unenforceable shall be stricken and the remaining terms and provisions shall remain in full force and effect to effectuate the intent of the parties for this Youth Activity Form to be an enforceable non-commercial pre-injury release of a minor under Florida common law.

This form will be effective for participation in any Bell Shoals Baptist Church or Bell Shoals Academy Youth Activity that begins on or after the date this document is signed and notarized and through August 31, 2023. Participant's Guardians acknowledge that they are the parents and/or legal guardians of Participant, have read and understood this Youth Activity Form in its entirety and have signed and delivered it voluntarily.

DISPUTE RESOLUTION

Participant's Guardians believe the Bible commands them to make every effort to live at peace and to resolve disputes in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, Participant's Guardians agree that any Claim or dispute arising from or related to this Youth Activity Form shall be settled by Biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for The Institute For Christian Conciliation. All such mediation and arbitration shall take place in Hillsborough County, Florida. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The Participant's Guardians understand that these methods shall be the sole remedy for any controversy or Claim arising out of this Youth Activity Form and Participant's Guardians and Participant expressly waive their right to file a lawsuit in any civil court against Bell Shoals Baptist Church, its trustees, officers, directors, employees, agents, volunteers, licensees, successors, legal representatives, Bell Shoals Baptist Academy faculty and staff members, Bell Shoals Designees and assigns, for such disputes, except to enforce an arbitration decision. The Participant's Guardians agree that the prevailing party in any dispute will be entitled to attorneys' fees, costs and expense of litigation and that Participant's Guardians will be responsible for such attorneys' fees, costs and expense of litigation should Bell Shoals Baptist Church or Bell shoals Academy, be deemed the prevailing party in any action. The Arbitrator(s) shall determine entitlement and amount of attorneys' fees, costs and expense of litigation. For more information regarding The Institute For Christian Conciliation, please go to their website at www.peacemaker.net.

PLEASE COMPLETE AND SIGN BELOW

_____ Date

_____ Date

_____ Signature of Parent(s) or Guardian(s)

_____ Signature of Parent(s) or Guardian(s)

_____ Printed Name of Parent(s) or Guardian(s)

_____ Printed Name of Parent(s) or Guardian(s)

NOTARY PUBLIC

STATE OF: **FLORIDA**

COUNTY OF: **HILLSBOROUGH**

The foregoing instrument was acknowledged before me this _____ day of _____, 202_____, by

Name of Person(s) Acknowledging

Signature of Notary Public

Printed Name of Notary Public

____ Personally Known or _____ Produced Identification.

Type of Identification Produced: _____
