

FIRST BAPTIST CHURCH NAPLES  
Release, Waiver, Consent, Indemnity & Medical Proxy

FBCN HSM - Rock the Universe 2017

This is a general release, consent, waiver, indemnity, and medical proxy agreement, the effect of which is, inter alia, to release First Baptist Church of Naples, Inc., located at 3000 Orange Blossom Dr., Naples, Florida, and their officers, directors, employees, agents, representatives, volunteers, and all other persons or entities acting in any capacity on their behalf (together, "FBC"), from any and all liability relating to you or your child's participation in the activity ("Activity") summarized below. FBC is able to offer this Activity, because of the time, talent and treasure that our members dedicate. FBC has a responsibility to steward these resources. Mt. 25:14-30; Mt. 25: 42-46. Thus, in consideration of you or your child's (whichever is relevant) participation in the Activity and other good and valuable consideration, which you hereby acknowledge, you agree as follows:

Activity : **Rock the Universe: September 9-10, 2017**

The Activity and the related risks and dangers to which your child may be exposed includes, without limitation, the following:

**Rock the Universe 2017 (September 9-10, 2017)**

This activity (Rock the Universe 2017) and the related risks and dangers to which your child may be exposed includes, without limitation, the following: Transportation by ground to and from First Baptist Church of Naples to Hyatt Place Orlando Universal (5895 Caravan Court Orlando, FL 32819) and Universal Studios Orlando (6000 Universal Blvd, Orlando, FL 32819). Staying in hotel rooms at Hyatt Place Orlando Universal. Event activities include but are not limited to: riding rollercoasters and attractions at Universal Orlando Resort theme park, walking through theme parks, participating in concert and show activities, and Sunday morning worship service at a local church. Each of these activities involves risks related to, among other things, negligence, intentional torts, and product defect. You understand that this explanation the Activity and related risks and danger is not exhaustive, and that it is your responsibility to investigate all of the potential risks and dangers related to the activity.

Your consent to enter into this Agreement is voluntary and fully informed. You hereby knowingly, intelligently, and voluntarily assume all risk, responsibility, and liability for you or your child's (whichever is relevant) participation in the Activity. Also, you acknowledge that FBC considers the Activity part of its core religious exercise, speech and mission, and authorize FBC to expose you or your child (whichever is relevant) to its religious faith and beliefs.

## NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FBC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FBC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM AND FBC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

### Pre-Injury Release of Liability and Indemnity

You fully release, forever discharge and indemnify FBC of and from any and all actions, causes or rights of action, suits, damages, liabilities, obligations, judgments, executions, claims, and demands whatsoever of every kind or character, either in law or equity and contract, tort or statute, by reason of any matter, cause or thing whatsoever, known or unknown, accrued or which may ever accrue, from the beginning of the world to the end of time, arising from any accident, injury or property damage whatsoever, related to, resulting from, or in any way connected with you or your child's (whichever is relevant) participation in the Activity, and any accident involving another, including to the extent allowed by law, any such claims which allege negligent acts or omissions on the part of FBC or another and including attorney's fees and costs. You agree to indemnify FBC against any liability arising from your lack of capacity to enter into this Agreement and any part of it.

### Representation

You are the parent(s), natural or legal guardian(s), custodian(s) and next friend(s) of your child authorized to enter into this agreement on behalf of your child (if relevant) without any other person's consent.<sup>1</sup> You or your child (as relevant) is in good health, physically able to participate fully in the Activity or, if not, has advised FBC in writing, and has no known recent exposure to a contagious disease. You have adequate insurance to cover any injury or damage that you or your child (whichever is relevant) may cause or suffer while participating in the Activity, or else you agree to bear the costs of such injury or damage. You understand and agree that any insurance coverage that you maintain, whether liability, casualty, personal or health, shall constitute the primary coverage in the event of any loss, injury, death or damage to person or property in connection with you or your child's (whichever is relevant) participation in the Activity.

<sup>1</sup> Examples of persons who do not qualify as a natural guardian and cannot sign this form include: (1) a divorced parent who was not awarded sole or joint custody of the child in the divorce proceeding; (2) a parent who has lost legal custody of the child for any reason; (3) a remarried biological parent's spouse who has not adopted the child; and (4) any legal guardian of the child who is not a biological or adoptive parent.

### Choice of Law and Venue

This Agreement is governed by and must be construed in accordance with the laws of the State of Florida. Venue for any dispute arising under or related to this agreement not subject to arbitration shall be in Collier County, Florida.

### No Waiver

No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The terms of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term being waived or amended.

### Cumulative Remedies

All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude resort to another or to any other right or remedy provided by law.

### Attorney's Fees and Costs

Should FBC or anyone acting on FBC's behalf, be required to incur attorney's fees and costs to enforce this Agreement, you agree to indemnify and hold them harmless for all such fees and costs.

### Usage

In determining the meaning of this Agreement, unless the context indicates otherwise, words importing the singular include and apply to several persons, parties or things.

### Severability

Should any part of this Agreement be rendered or declared invalid, such invalidation of such part or portion of this Agreement should not invalidate the remaining provisions thereof, and they shall remain in full force and effect.

### Limited Power of Attorney for Medical Consent for Health Care of Minor Child

You authorize FBC to administer general first aid treatment for minor injuries or illnesses experienced by you or your child (whichever is relevant) when participating in the Activity except for the following first aid treatment:

You also authorize FBC, in the event that you are disabled, cannot be contacted or if any urgency dictates, to act in loco parentis for your child in respect of any circumstances, including any accident or illness, which may necessitate medical treatment, including surgery, hospitalization, and administration of drugs or other therapeutic measures for the health, safety, and care of your child, and authorize and execute any informed consent for any such treatment or surgery which FBC, in its sole discretion, may deem necessary. Such consent shall have the same force and effect as

though the undersigned were personally present and acting, and hereby ratifying and confirming whatever FBC does by authority of this instrument. Medical treatment for your child may also include dental surgery, x-ray, blood transfusion, anesthetic and medication, provided any such medical treatment is performed by a duly licensed practitioner. You hereby accept full liability for all costs incurred through such medical treatment for your child.

You have the legal right to delegate such medical consent to FBC. A representative of FBC, the proxy decision maker, shall be an adult who is legally and medically competent to exercise the authority so delegated in this Agreement. HIPAA Release Authority. FBC (and its representative) shall be treated as you would be with respect to our rights regarding the use and disclosure of your child's individually identifiable health information or other medical records. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 U.S.C. § 1320d and 45 C.F.R. §§ 160 through 164, and the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). You authorize any physician, health care professional, dentist, health plan, hospital, clinic, laboratory, pharmacy, or other covered health care provider, any insurance company, and the Medical Information Bureau, Inc. or other health care clearinghouse that has provided treatment or services to your child, or that has paid for or is seeking payment from you for such services, to give, disclose and release to FBC, without restriction, all of your child's individually identifiable health information and medical records regarding any past, present or future medical or mental health condition, including all information relating to the diagnosis of HIV/AIDS, sexually transmitted diseases, mental illness, and drug or alcohol abuse. The authority given FBC shall supersede any other agreement that we may have made with your child's health care providers to restrict access to or disclosure of your child's individually identifiable health information.

The following are your child's only known special medical conditions or drug intolerances of which FBC should be aware: **(Please list allergies, tendency toward abnormal bleeding, epilepsy, etc.)**

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**Prescribed or other medications or drugs that your child takes include:**

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This Limited Power of Attorney shall remain in full force and effect until revoked in writing, and any party dealing with FBC (and its representative) during such time shall be fully protected and is hereby discharged, released and indemnified from so doing in respect of any matter relating hereto unless such particular party shall have received prior notice in writing of the revocation of this Limited Power of Attorney.

#### Dispute Resolution

You agree that the Bible commands us to make every effort to live at peace and to resolve disputes with each other in private or within the Christian community in conformity with the Biblical injunctions of I Corinthians 6:1-8, Matthew 5:23-24, and Matthew 18:15-20. Therefore, you agree that any claim or dispute arising out of or related to the Activity (including claims under federal, state and local statutory or common law, the law of contract, and law of tort) must be settled by Biblically-based mediation to be held in Naples, Florida and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation, a division of Peacemaker® Ministries to be held in Naples, Florida.

You shall bear you own costs of the mediation proceedings, including any attorneys' fees and witness expenses. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction, provided that the arbitrator(s) are not authorized to issue a decision or award that a court of applicable jurisdiction could not legally award under applicable state or federal laws at the time. The arbitrator's award may be enforced by judgment in accordance with the Federal Arbitration Act. The prevailing party shall be entitled to recover reasonable attorney's fees and costs. You agree that these methods will be the sole remedy for any controversy or claim arising out of the Activity. You expressly waive the right to file a lawsuit in any civil court against FBC for such disputes, except to enforce an arbitration decision and except that a dispute over whether a decision exceeds the authority of arbitrator(s) will be decided by summary judgment proceedings in an applicable court of law.

A facsimile or photocopy of this authorization shall be as valid as the original.

I (we) include the following:

Your Full Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Other Parent Full Name (if relevant; print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Child's Full Name (print): \_\_\_\_\_ DOB: \_\_\_\_\_

Signature (if 14 or over) \_\_\_\_\_ Date: \_\_\_\_\_

Home Address: \_\_\_\_\_

**Emergency contact information:**

Telephone Nos.: (H) \_\_\_\_\_ (O) \_\_\_\_\_ (C) \_\_\_\_\_

Employer Name/Address: \_\_\_\_\_

Medical Aid/Insurer: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**WITNESS 1 (required)**

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address/Telephone No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_.

Notary Public--State of Florida

Personally Known \_\_\_\_\_ Print Notary Name: \_\_\_\_\_

Produced Identification \_\_\_\_\_ My Commission Number is: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_