

Consent and Liability Release Form

This agreement includes a general release, covenant not to sue, indemnity, and medical consent, the effect of which is to release First Baptist Church of Naples, Inc. d/b/a Beacons Sports Outreach ("BSO"), from any and all liability relating to participation by you and/or your minor children in BSO's ministry and nonprofit Christian sports outreach program ("Program") and relating to treatment for any injuries that you or your minor children sustains while participating in the Program. You and BSO are the "Parties" to this agreement. You are signing this agreement to induce BSO to permit you and/or your minor children to participate in the Program. Each adult participant must complete a separate form, except that only one *authorized* parent must complete this form on behalf of all participating children and, if applicable, the participating adult. The notice below pertains to participation in the Program by minors.

Print adult/parent/guardian's full name: _____

If applicable, print minors' full name(s): _____

Print phone nos. _____

Print emergency contact / phone no.: _____

Program. You understand that the Program involves Christian religious content, and you approve of the use of such content in connection with the Program. You understand that the Program involves athletic activities which necessarily involve the risk of injury and even death from various causes, including but not limited to, running, jumping, hurdling, tackling, kicking, passing, cheering, slipping and falling including on uneven and wet terrain; strenuous and prolonged physical exertion; contact and collision with other participants or objects; contact with insects, plants and animals giving rise to stings, allergies, disease, and injury; exposure to weather and temperature extremes such as thunderstorms and lightning or extreme heat or cold which could cause heat stroke, heat exhaustion, hypothermia, hyperthermia, sunburn, dehydration, or electrocution; exposure to falling objects; injuries resulting from improper stretching, lifting or carrying; bone and muscular and ligament extension, contortion, failure, break and damage; concussion; playing area and equipment defects or failures; structural collapse; and/or negligence of directors, coaches, referees, and game and event workers. You understand these risks, approve of your participation and (if applicable) your minor children's participation in the Program notwithstanding these risks, and assume all risks of such participation in the Program.

You are responsible for consulting a health care professional to be sure that the Program is not detrimental to, as applicable, your and/or your minor children's health or safety and to know and observe your own and your minor children's physical limitations. You represent that you and/or your minor children are healthy, physically prepared and fit to participate in the Program. You acknowledge that BSO is not making any representations about the health risks, benefits or safety of the Program. Any health information that you receive in connection with the Program is only for informational purposes. You may not rely on or use it for diagnosing or treating a health condition or injury. Your insurance coverage is the primary coverage in the event of your or your minor children's loss, injury, death or damage to person or property from participation in the Program.

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 BSO 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 BSO 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 BSO HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

General Release. In consideration of the privilege of participating in the Program, you hereby release, remise, acquit, satisfy, and forever discharge all claims, demands, liabilities, liens, debts, judgments, damages, expenses, actions, causes of action, attorney's fees and costs, and suits of whatever nature in law or equity, known or unknown, accrued or which may ever accrue that you have, may have had, or may hereafter raise against BSO, and BSO's past, present and future officers, directors, elders, trustees, deacons, employees, agents, volunteers (such as, without limitation, directors, coaches, and game and event workers), insurers, sponsors, vendors, representatives, attorneys, assigns, assignees, trustees, creditors, managers, divisions, subdivisions, departments, predecessors, successors, parents, subsidiaries, affiliates and all other persons associated with the Program (collectively, the "Released Parties"), arising from or related, directly or indirectly, to participation in the Program and any act or omission related to the Program. This release shall be construed as broadly as allowed by law to include any and all claims and rights, either in law or at equity, and whether arising in contract, tort (including without limitation negligence), constitution, statute, or ordinance, whether known or unknown, accrued or which may ever accrue, from the beginning of the world to the end of time, including without limitation, claims for personal injuries, property damage, first aid, medical treatment and expenses, and economic loss suffered by, as applicable, you and/or your minor child or children.

Covenant Not to Sue. You covenant not to sue the Released Parties for, and hereby assign to them any and all, actions, claims, counterclaims, cross-claims, lawsuits, rights, demands, covenants, agreements, promises, liens, liabilities, injuries, debts, obligations, accounts, costs, expenses, attorneys' fees, controversies, damages, judgments, demands, and causes of action of every kind and nature, whether now known or unknown, suspected or unsuspected, whether at law or in equity, whether in the past or in the future, that you may now have or later claim to have against the Released Parties arising from or related to your participation in the Program.

Indemnity. You shall indemnify and defend the Released Parties from, and hold them harmless against, all losses, damages, liabilities, debts, obligations, judgments, costs and expenses arising from claims, proceedings or demands of any kind (including reasonable attorneys' fees and expenses of defending the claim, proceeding or demand) arising out of any lawsuit filed by you against the Released Parties relating to your participation in the Program.

Consent to Medical Treatment. In the event that you or your minor child is injured or becomes ill while participating in the Program, and if a legally authorized proxy or surrogate is not present to make medical decisions on your behalf or on behalf of your minor child, you hereby authorize BSO to arrange for and consent on your behalf and on behalf of your minor child to emergency medical and dental care and treatment, including tests and radiological exams, and surgery and hospital care and treatment, and to consent to medication for pain and other conditions as prescribed by medical personnel attending to you or your minor child. Below you have identified any drug intolerances and allergies about which attending emergency staff should be advised. You agree to pay for any medical treatment and drug charges or expenses, whether or not covered by insurance.

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 shall be in Collier County, Florida or the United States District Court for the Middle District of Florida.

Severability. The provisions and obligations of this Agreement are severable and divisible. Should any part of this Agreement be rendered or declared illegal or unenforceable, that provision shall be severed from this agreement without invalidating any other provision of this agreement and the remainder of this agreement shall be enforceable.

Mediation. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this agreement by mediation to be held in Naples, Florida and to bear their own attorney's fees and costs associated with mediation and half the cost of the mediator. The parties also agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

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

Signature: _____ Date: _____