

PARTICIPANT'S NAME: _____

GateWay City Church

HEALTH & RELEASE FORM

BRING THIS FORM WITH YOU WHEN YOU REGISTER

(Your child will not be admitted to play without this form completed and signed)

Gender: _____ Birthday: _____ Age: _____

Address _____ City _____ State _____ Zip _____

Home Phone (_____) _____ Cell Phone (_____) _____

Work Phone (_____) _____ E-Mail _____

My Name and Phone Number I can be reached at _____ (_____) _____

Person to contact in the event that I cannot be reached _____

Phone number of emergency contact person (_____) _____

HEALTH INSURANCE INFORMATION

Carrier Name: _____ Policy Number: _____

Policy Holder Name: _____ Policy Holder Date of Birth: _____

I, the parent (guardian) of _____, give permission for the named participant to receive emergency, medical or surgical treatment and hospitalization if necessary. I understand that every attempt will be made to contact me, or the emergency contact named above, before taking this action. I will be financially responsible for any medical attention needed resulting from an injury received at any GateWay City Church/GateWay Community Outreach event. My medical insurance shall be the insurance coverage for any medical treatment.

Parent's Signature: _____ Date: _____

PARTICIPANT CONTRACT

I HAVE READ AND AGREED BY TO ABIDE BY AN D ENFORCE THE PROVIDED PARTICPANT CONTRACT

I HAVE READ THE REGISTRATION PACKET AND FULLY UNDERSTAND OUR OBLIGATIONS STATED THEREIN AND ALSO THE RIGHT OF GATEWAY CITY CHURCH AND HERBY AGREES TO ACT IN ACCORDANCE. I further understand that GateWay City Church retains the right to use for publicity and advertising purposes, photographs of players taken at GateWay City Church/GateWay Community Outreach events. The undersigned further expressly agrees that the attached waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by law; and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent's Name (Please Print): _____

Signed _____ Date: _____

RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of my minor child/ward _____ (“my child”) being allowed to participate in this program, its related events and activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of serious injury from the activities involved in this program is always present due to the nature of the activity(ies); and
2. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child’s participation; and
3. I willingly agree to comply with the program’s stated and customary terms and conditions for my child’s participation. If, however, I observe any unusual significant concern in my child’s readiness for participation and/or in the program itself, I will remove my child from participation and bring such to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the organization, GateWay City Church, their officers, officials, agents and/or employees of GateWay City Church, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for activity (“Releases”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE TO PERSON OR PROPERTY, regarding my child and/or arising from his/her activities, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except for willful misconduct, or otherwise to the fullest extent of the law.

I HAVE READ THIS HEALTH FORM AND RELATED CERTIFICATIONS, THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY, VOLUNTARILY, WITHOUT ANY INDUCEMENT.

Dated: _____ Parent or Guardian Signature: _____

Dated: _____ Participant’s Signature: _____

Agreement to Arbitrate Disputes

IN THE EVENT OF ANY DISPUTE PERTAINING TO ANY PROVISION OF THIS AGREEMENT, OR PERTAINING TO THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT, OR IN ANY WAY RELATED TO ATTENDANCE AT THIS PROGRAM, INCLUDING ANY CLAIM FOR PERSONAL INJURY OR OTHER LOSS, INCLUDING ANY CLAIM AGAINST GATEWAY CITY CHURCH, ANY DIRECTOR, EMPLOYEE OR AGENT OF GATEWAY CITY CHURCH OR OF ANY FOREGOING ENTITY, EACH PARTY HERETO AGREES TO SUBMIT TO A PANEL OF THREE INDEPENDENT ARBITRATORS FOR BINDING ARBITRATION. EACH PARTY TO THE AGREEMENT SHALL HAVE THE RIGHT TO SELECT ONE ARBITRATOR. THE TWO ARBITRATORS SELECTED BY THE PARTIES SHALL JOINTLY SELECT THE NEUTRAL THIRD ARBITRATOR. IF THERE IS AN IMPASSE IN THE SELECTION OF THE THIRD ARBITRATOR, THE INSTITUTE FOR CHRISTIAN CONCILIATION DIVISION OF PEACEMAKERS MINISTRIES OF BILLINGS, MONTANA, SHALL BE ASKED TO PROVIDE THE NAME OF A QUALIFIED PERSON WHO WILL SERVE IN THAT CAPACITY. THE MEDIATION AND ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE “RULES OF PROCEDURE FOR CHRISTIAN CONCILIATION” CONTAINED IN THE PEACEMAKER MINISTRIES BOOKLET, *GUIDELINES FOR CHRISTIAN CONCILIATION*. In the event either party to the agreement incurs any expense as a result of the other party’s failure to comply with any provision of this agreement, the non-complying party shall be liable for reimbursement of any and all such expenses or attorney fees directly or indirectly related to failure to comply. In the event and legal action or proceeding occurs which is in any manner related to or pertaining to this agreement, attempting to challenge in a non-arbitral forum, such as a court of law, the validity or application of this agreement, the party who substantially prevails in that court or non-arbitral proceeding shall be entitled to receive reasonable costs of such action or proceeding including attorney’s fees. In the arbitration itself, each party shall bear its own attorney fees. The following disclosures are intended to help you thoroughly understand the significance of agreeing to arbitrate any controversy, or claim, or issue in any controversy or claim which may arise between the undersigned client and the attorney:

- A) ARBITRATION SHALL BE FINAL AND BINDING ON THE PARTIES.
- B) THE PARTIES HERETO ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL
- C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- D) THE ARBITRATOR’S (S) AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY’S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATOR(S) IS STRICTLY LIMITED.
- E) THE ARBITRATOR OR PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE AN ATTORNEY OR JUDGE, ACTIVE OR RETIRED.

BY SIGNING BELOW, YOU ARE SIGNIFYING UNDERSTANDING AND ACCEPTING OF THE PROVISIONS OF THIS AGREEMENT.

I hereby certify that the above-mentioned participant is in good health and fully able to participate in all activities of GateWay City Church. By signing below, I am stating that I am also aware of and accept the risk inherent in the program activity. By signing below, I agree as well to hold harmless and indemnify GateWay City Church, GateWay Community Outreach, their officers, agents and employees, from any and all liability, loss, damages, costs, refunds or expenses which are sustained, incurred or required out of the actions of my dependent in the course of the season.

Dated: _____ Parent or Guardian Signature: _____

Dated: _____ Participant’s Signature: _____