

**YOUTH 2019 NATIONAL YOUTH GATHERING**

**WAIVER AND RELEASE OF LIABILITY**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (full legal name of participant), hereby acknowledge that I have voluntarily chosen to participate in the YOUTH 2019 event (hereinafter referred to as the “Program”) to be held in Kansas City, Missouri from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**As consideration for being allowed to participate in this Program, I hereby acknowledge and agree to the following:**

**RULES AND REQUIREMENTS.** I agree to conduct myself in accordance with the YOUTH 2019 code of conduct. I further agree to abide by all the rules and requirements of the Program. I acknowledge that Discipleship Ministries has the right to terminate my participation in the Program if it determines that my conduct is detrimental to the best interests of the group, and/or my conduct violates any rule(s) of the Program, or for any other reason according to Discipleship Ministries’ discretion. I understand and agree that in the event my participation in the Program is terminated, I will be solely responsible for the cost of return travel.

**RELEASE AND WAIVER OF LIABILITY.** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, hereby release, waive, discharge, and covenant not to sue Discipleship Ministries, its governing board, employees, affiliates and volunteers for any and all liability, including any and all claims, demands, causes of action (known or unknown) suits, or judgments of any and every kind (including attorneys’ fees), arising from any injury, property damage or death that I may suffer as a result of my participation in the Program.

**INDEMNITY.** I further agree to hold harmless, defend and indemnify Discipleship Ministries, its governing board, employees, affiliates and volunteers from any and all liability and defense costs (including attorneys’ fees and other expenses) arising from any and all claims, injuries, liabilities or damages relating in any way to my participation in the Program.

**ASSUMPTION OF RISK.**  I understand that there are inherent risks associated with participation in the Program, including the possibility of personal injury, property damage or event death. Such risks include, but are not limited to, the risks associated with travel to, from and in Kansas City, Missouri, language barriers, safety hazards, crime, natural disasters, and other risks unknown at this time. I acknowledge that I have reviewed and understand any directives and recommendations provided by the United States State department for travel to Kansas City, Missouri. I knowingly and voluntarily assume all risks of participating in the Program, both known and unknown, including those arising from the acts of other participants.

**PERSONAL BELONGINGS.** I understand and acknowledge that Discipleship Ministries, its governing board, employees, affiliates and volunteers are not responsible for any loss of personal belongings or property that I sustain during my participation in the Program, including but not limited to the loss of credit cards, cash, luggage, and other items.

**MEDICAL INSURANCE.** While I may be covered under Discipleship Ministries’ Travel Accident and sickness insurance policy, which includes accidental death and dismemberment, accident and sickness coverage, emergency medical evacuation, emergency family travel, and repatriation, I understand that I have the right to obtain, at my own cost, any additional insurance I consider necessary or appropriate.

**CERTIFICATION OF FITNESS TO PARTICIPATE.** I attest that I am physically and mentally fit to participate in the Program and that I do not have any medical record of history that could be aggravated by my participation in the Program. I further attest that I am responsible for consulting with my health care provider towards this end.

**MEDICAL CONSENT.** If I suffer any injury or illness, I consent to any medical treatment that Discipleship Ministries personnel deem appropriate and agree to pay for such treatment, to the extent not covered by insurance. I further understand and agree that Discipleship Ministries assumes no responsibility for any injury or damage which might arise out of or in connection with such medical treatment.

**PHOTO/VIDEO TAPING RELEASE.** I hereby grant all rights to Discipleship Ministries to use my photograph, moving image and/or other reproduction of me or my physical likeness for United Methodist related purposes, whether electronic, print, video, digital or electronic publishing via the internet. I further agree that any uses described may be made without additional compensation or consideration. I understand that my identity may not be revealed or acknowledged through any descriptive text or credits. I acknowledge Discipleship Ministries the right to crop or treat my photograph(s) at its sole discretion. I also acknowledged that Discipleship Ministries may choose not to use my photo at this time, but may do so at its own discretion at a later date. I waive any right that I may have to inspect or approve the copy and/or finished product or products that may be used. I understand that in signing this release, I agree to all these terms and that I cannot participate without this release.

**CHOICE OF LAW.** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Tennessee and that the state and federal courts in Tennessee shall have exclusive jurisdiction of any matter relating to my participation in the Program. I consent to personal jurisdiction in Tennessee for such purposes.

**SEVERABILITY.** If any term or provision of this Agreement shall be held unenforceable, the validity of the remaining portions shall not be affected thereby. Moreover, to the extent any release or waiver contained herein is not enforceable as written, I agree that I should be enforced to the greatest extent allowed by law. I have read this agreement and understand its terms. I am aware that this agreement includes a release and waiver of liability, and assumption of risk, and an agreement to indemnify Discipleship Ministries. I understand that I have given up substantial rights by signing this agreement, and I sign it freely and voluntarily without any inducement. By my signature I represent that I am at least twenty-one (21) years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.

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Signature of Participant Date

**Signature of Parent/Guardian for Participants under twenty-one (21) years of age.**

I certify that I have custody of Participant of I am the legal guardian of Participant by court order. I have read this agreement and fully understand its term. I am aware that this agreement includes a release and waiver of liability, an assumption of risk, and an agreement to indemnify the Participants. I join with Participant in granting a release to Participants as set forth in detail above.

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Signature of Parent or Guardian Date