

# Our World for Children & St. Mark Lutheran Church

## Off-Site Activity Waiver & Release

**Purpose:** Participation in recreational or educational activities during an Our World for Children and/or St. Mark Lutheran Church-supervised field trips.

### 1. Inherent Risks of Participation

I, the undersigned **Parent/Guardian**, understand that off-site activities may include physical, recreational, or environmental elements that involve **known and unknown inherent risks**. These risks cannot be eliminated without altering the nature of the activity.

Examples of inherent risks include, but are not limited to:

- Motor vehicle accidents
- Collisions with equipment, structures, or other participants
- Slipping, tripping, or falling
- Uneven surfaces or environmental hazards
- Over-exertion or physical strain
- Contact with objects, equipment, or moving attractions
- Equipment malfunction or missing safety features
- Exposure to communicable diseases
- Poor judgment or erratic behavior by participants or staff

I understand that these risks vary depending on the activity location and type of activity.

### 2. Potential Injuries

I understand that injuries may occur and may range in severity:

**Minor Injuries:** sprains, strains, bruises, abrasions, headaches **Serious Injuries:** broken bones, ligament damage, concussions, eye injuries **Catastrophic Injuries:** paralysis, brain injury, heart attack, or death

### 3. Safety Requirements

I agree that my child and I will:

1. Review all safety information provided by the activity location
2. Follow all posted rules and policies
3. Follow all instructions given by staff at the activity site and by Our World for Children/St. Mark Lutheran Church personnel

### 4. Release & Waiver of Liability

In consideration of my child's participation in this off-site activity, I, on behalf of myself, my child, my heirs, representatives, and assigns ("Releasing Parties"), hereby **release, waive, and discharge**:

- **Our World for Children,**
- **St. Mark Lutheran Church,**
- their directors, officers, employees, volunteers, agents, and representatives,
- **and the activity location and its personnel,**

from **any and all claims arising from ordinary negligence** related to participation in activities at the designated location.

This release applies to participation **today and for twelve (12) months** from the date of signature.

### **5. Covenant Not to Sue**

I agree that neither I nor anyone acting on my or my child's behalf will file or assist in filing any lawsuit or claim against Our World for Children, St. Mark Lutheran Church, or the activity location for injuries arising from ordinary negligence.

### **6. Express Assumption of Risk**

I acknowledge that participation is voluntary and that I knowingly assume all inherent risks associated with off-site activities on behalf of my child.

### **7. Indemnification**

I agree to **hold harmless, defend, and indemnify** Our World for Children, St. Mark Lutheran Church, and the activity location from:

- Any claims arising from my child's injury or loss due to ordinary negligence
- Any claims by co-participants, rescuers, or others arising from my child's conduct

This includes attorney's fees, investigation costs, and related expenses.

### **8. Optional Nature of Release**

I acknowledge that I had the opportunity to negotiate different waiver terms for a substantially higher participation fee and voluntarily chose not to do so.

### **9. Governing Law & Venue**

This agreement is intended to be as broad and inclusive as permitted by the laws of the **State of Michigan**, unless otherwise required by the activity location.

If any portion of this agreement is found invalid, the remainder shall continue in full force.

### **10. Acknowledgment of Understanding**

I understand that by signing this agreement, I am giving up substantial legal rights for myself and my child, including the right to sue for injuries or death resulting from inherent risks or ordinary negligence.

I affirm that I have explained these risks to my child and that they understand them.

### **11. Photo Release**

I grant **Our World for Children** and **St. Mark Lutheran Church** permission to use photographs of my child for internal publications, newsletters, or digital communications related to program activities.

### **12. Personal Belongings**

I understand that neither Our World for Children, St. Mark Lutheran Church, nor the activity location is responsible for lost or stolen items.

### **13. Behavior Policy**

The activity location reserves the right to refuse service, remove, or ban any participant for unsafe or inappropriate behavior. Removal will result in **no refund** if applicable.

## **Parent/Guardian & Participant Information**

**Child's Name:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

**Emergency Phone:** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_