**Waiver, Indemnity Agreement and Medical Consent**

**For Participants Less Than 18 Years Old**

I am the parent or guardian of the child identified below, and I agree to all of the following terms and provisions in exchange for the opportunity for my child to participate in the Appalachian Ministries of the Smokies Experience (a mission of Carson-Newman University). I am voluntarily signing this Waiver, Indemnity Agreement, and Medical Consent in favor of Carson-Newman University and its directors, employees, and agents (who are collectively called “the Released Parties”).

I understand that participating in the Experience includes some risk of injury to my child, even if precautions are taken. There is some risk that my child’s personal property may be damaged or destroyed. Although not a complete list of the risks or dangers involved in the Experience, I understand that some of the risks include; working with power tools (e.g., drills, circular saws, miter saws, reciprocating saws, etc.), hand tools (e.g., hammers, pry bars, screwdrivers, etc.), pneumatic tools (e.g., framing nail guns, finish nail guns, roofing nail guns, etc.), working on and climbing ladders, carrying heavy loads, working on roofs and high places, working with gas-powered and mechanical augers, working with rental equipment and light construction machinery (e.g., skid steer, mechanical/gas augers, jack hammers, etc.), and other general risks associated with light construction, remodeling, and associated travel. I understand that some of the risks could result in injury, illness, or death. I voluntarily assume any risks, whether anticipated or not, involved in the Experience.

**I waive and release any claim to recover from any Released Party and damages, costs (including attorneys’ fees), expenses, or obligations of any kind which I might otherwise have for injuries, illnesses, disabilities, death, or property loss that my child may sustain as a result of or in connection with the Experience. I agree that neither I nor any person or representative acting on my behalf will make any claim or bring any suit or action against Carson-Newman University for any injuries to my child or my child’s property arising out of the Activity, whether or not caused by the negligence of Carson-Newman University. This Waiver does not extend to harm which is intentionally inflicted or caused by gross negligence.**

**If I or any person brings an action on behalf of my child against a Released Party in connection with a claim arising during the Experience, I agree to indemnify and hold harmless the Released Party from all damages, costs, and expenses, including but not limited to attorneys’ fees and court costs, which the Released Party might incur in defending such an action.**

If it becomes necessary during the Experience, I authorize Carson-Newman University to:

1. Arrange for reasonable and necessary medical care for my child at my sole expense.
2. Furnish any necessary transportation, food, and lodging for my child.
3. Arrange, at my expense, for my child to return home early due to illness or disciplinary infractions.

I am making this waiver and agreement voluntarily. I understand that this is a legal document and by signing it I am giving up legal rights which I might otherwise have. I intend for this Waiver to be interpreted broadly in favor of the Released Parties to the greatest extent allowed by law. If a provision of this document is held to be unenforceable, I intend for all other provisions to remain fully in effect.

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Type or Print Name of Participant

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Parent’s Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Church Name & Telephone Number

Hospital Insurance Yes No

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Insurance Company

Policy #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Physician’s Name and Telephone Number

Emergency Contact Name and Telephone Number’s

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X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Father’s Signature Date

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mother’s Signature Date

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Guardian’s Signature Date

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I have read the foregoing RELEASE and understand the rules conduct for participation and will abide by them as well as the directions of the leadership of the trip.

X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Signature Date

**Please Return to:**

**Appalachian Ministries of the Smokies**

**P.O. Box 71904**

**Jefferson City, TN 37760**

**Fax# 865-262-9076 or aministries@cn.edu**