



# MINISTRY ACTIVITY PARTICIPANT (MINORS)

For activities where parent/guardian is present

This form will be effective for participation in any Gateway ministry activities (where parent/guardian is present) that begin on or after the date this document is signed through and ending on December 31, 2022.

1. PARTICIPANT INFORMATION
2. PRE-INJURY WAIVER, RELEASE, AND HOLD HARMLESS
3. DISPUTE RESOLUTION
4. MEDICAL INFORMATION

## 1 - PARTICIPANT INFORMATION

Last: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Grade: \_\_\_\_\_ Sex (✓ one): \_\_\_\_\_ Male \_\_\_\_\_ Female

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Primary Email Address: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_ Ext: \_\_\_\_\_

Mother's Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_ Ext: \_\_\_\_\_

In Case of Emergency, please contact: \_\_\_\_\_ Relationship to minor: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_ Ext: \_\_\_\_\_

2nd Emergency contact: \_\_\_\_\_ Relationship to minor: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_ Ext: \_\_\_\_\_

We, \_\_\_\_\_ & \_\_\_\_\_ are the parents or legal guardians ("Participant's Guardians") of \_\_\_\_\_, a minor child under 19 years of age ("Participant").

## 2 – PRE-INJURY WAIVER, RELEASE, AND HOLD HARMLESS

We realize and acknowledge that Participant's participation in a Gateway Baptist Church of Montgomery, Alabama ("Gateway") event, mission trip, ministry project, youth camp, field trip, sports activity, or activity of any kind (collectively "Activity") anywhere within the United States, in an international country, and travel to and from an Activity, includes many risks and possible dangers. We further acknowledge that an Activity may expose Participant to accidents, disease, and inherently dangerous activities, including by general description and not by way of limitation, horseback riding, go-cart racing, swimming, water skiing, jet skiing, other water sports, hiking, archery, sports activities, and any other activities in which children and youth may engage (collectively "Risks"). We have measured the Risks against the benefits of Participant participating in an Activity and have determined that the benefits far outweigh the Risks.

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In good and valuable consideration, including but not limited to Participant being allowed to participate in an Activity, and to the fullest extent permitted by law, we on behalf of ourselves, heirs, executors, administrators, and Participant unconditionally agree to waive, release, and hold harmless Gateway, its trustees, officers, directors, employees, agents, volunteers, licensees, successors, legal representatives, Gateway Baptist Church staff members, and assigns (collectively "Gateway Releases") from any and all liability, claims, demands and causes of action for personal injury, sickness, disease, death, damages, property damage, and expenses of any nature (collectively "Claims"), incurred by us and/or Participant, arising out of or related to in any way to an Activity, including negligence and/or fault, in whole or in part, of the Gateway Releases.

This Pre-injury Waiver, Release, and Hold Harmless Agreement applies to all Claims that exceed insurance coverage payments, if any, actually received by Gateway. If no insurance payments are received by Gateway, then this Gateway Baptist Church of Montgomery, Alabama Activity Form For Minors Under 19 Years Of Age Pre-injury Waiver, Release And Hold Harmless Agreement ("Activity Form") applies to all Claims. However, there is no obligation, express or implied, for Gateway to procure insurance coverage to cover any potential Claim. Gateway will use reasonable efforts to obtain commercially reasonable and available commercial liability insurance. Gateway affirms that the safety and well-being of all Participants is of utmost importance.

Participant's Guardians have considered the ability to obtain independent insurance coverage and certify that we have secured primary medical insurance for Participant or have other means to cover the expense of any loss, damage, or injury, as described above, and we accept the Risks and associated expense.

To the extent any of the terms or provisions of this Activity Form is deemed unenforceable by a court of competent jurisdiction or arbitration panel, then the terms or provisions that are deemed unenforceable shall be stricken and the remaining terms and provisions shall remain in full force and effect to effectuate the intent of the parties for this Activity Form to be an enforceable non-commercial pre-injury release of a minor under Alabama common law.

This form will be effective for participation in any Gateway Children or Youth Activity where Participant's Parent/Guardian is present on-site with Participant and that begins on or after the date this document is signed through and ending on **December 31, 2022**.

Participant's Guardians acknowledge that they are the parents and/or legal guardians of Participant, have read and understood this Activity Form in its entirety and have signed and delivered it voluntarily.

### 3 – DISPUTE RESOLUTION

Participant's Guardians believe the Bible commands them to make every effort to live at peace and to resolve disputes in private or within the Christian church (Matthew 18:15-20; 1 Corinthians 6: 1-8). Therefore, Participant's Guardians agree that any Claim or dispute arising from or related to this Activity Form shall be settled by Biblically-based mediation and if necessary, legally binding arbitration in accordance with the Rules of Procedure for The Institute For Christian Conciliation. All such mediation and arbitration shall take place in Montgomery County, Alabama. Judgment upon an arbitration award may be entered in any court of competent jurisdiction. The Participant's Guardians understand that these methods shall be the sole remedy for any controversy or Claim arising out of this Activity Form and Guardians and Participant expressly waive their right to file a lawsuit in any civil court against Gateway, its trustees, officers, directors, employees, agents, volunteers, licensees, successors, legal representatives, Gateway staff members, Gateway Designees and assigns, for such disputes, except to enforce an arbitration decision.

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The Participant's Guardians agree that the prevailing party in any dispute will be entitled to attorneys' fees, costs & expense of litigation & that Participant's Guardians will be responsible for such attorneys' fees, costs and expense of litigation should Gateway be deemed the prevailing party in any action. The Arbitrator(s) shall determine entitlement and amount of attorneys' fees, costs & expense of litigation. For more information regarding The Institute for Christian Conciliation, please go to their website at [www.peacemaker.net](http://www.peacemaker.net).

## 4 – MEDICAL INFORMATION

Because Participant Guardian(s) agree to remain on-site with Participant for Activity, no authorization for medical treatment or medical history information is required on this Activity Form. Should the Participant take part in an event where Guardian(s) is not present, a separate Activity Form with authorization for medical treatment will be required.

## ACKNOWLEDGEMENT & AGREEMENT SIGNATURES

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date