

HARVEST CHRISTIAN ACADEMY HOMESCHOOL SPORTS - WAIVER, AND RELEASE OF LIABILITY

Athlete's Name (First, Middle, Last) _____

Home Address: _____ City: _____

Zip: _____

Grade: _____ Birthdate (mo/dayyr): _____ Sex: M _____ F _____

Father's Name: _____ Father's Cell #: _____

Father's Email: _____

Mother's Name: _____ Mother's Cell #: _____

Mother's Email: _____

Church Name: _____

This Waiver and Release of Liability (“**Agreement**”) is executed by the undersigned parent or legal guardian of the Harvest Christian Academy, Inc. (“**HCA**”) student named below, or if the HCA student named below is at least 18 years, then such HCA student (together with any heir, successor, representative or assign, collectively, the “**Student**”) in favor of and for the benefit of HCA, FIRST BAPTIST CHURCH OF KELLER, TEXAS, a Texas non-profit corporation, and their respective officers, directors, trustees, employees, agents, volunteers, affiliates, successors, and assigns (collectively, the “**HCA Parties**”) in connection with Student’s participation in HCA Activities and events, including without limitation, field trips and mission trips.

Assumption of risk The undersigned agrees that student derives a material benefit from HCA Activities and/or student’s participation therein. The undersigned agrees and acknowledges that activities may involve physical contact, accidents, temperature, travel, exposure to covid-19 and other diseases, and other risks and dangers, which may be potentially hazardous to student.

Student expressly assumes all risks and dangers, known or unknown, relating to or incidental to student’s participation in any and all HCA Activities. The undersigned represents to HCA that student is physically and emotionally fit to participate in trips and activities. “HCA Activities” shall mean attending school at HCA, field trips, athletic activities, sporting events, mission trips, or any other activity on the premises or property of the HCA Parties. Release of liability. The undersigned and student hereby release, waive, forever discharge, and hold harmless the HCA Parties from and against any and all claims, actions, damages, liabilities, costs, and expenses for bodily injury, illness, death, or property damage of any kind or nature (collectively, the “losses”), arising out of or relating to student’s participation in HCA Activities, including losses caused by the negligence, or alleged negligence, of the HCA Parties.

The undersigned and Student agree that the undersigned, Student, and Student’s heirs, executors, administrators, successors and assigns, will never bring any legal action against any of the HCA Parties for or on account of any damage, loss, illness, death or injury either to Student’s person or property, or both, which may result from the Student’s participation in the HCA Activities.

THE UNDERSIGNED AGREES TO INDEMNIFY THE HCA PARTIES FROM ANY LOSS OR DAMAGE, INCLUDING ATTORNEYS’ FEES AND COSTS, SUSTAINED BY ANY OF THE HCA PARTIES AS A RESULT OF THE BREACH OF THE TERMS OF THIS PARAGRAPH.

MEDICAL ATTENTION

The undersigned agrees that during the Activities, the HCA Parties are authorized to secure appropriate medical attention for Student in the event of an accident, illness or injury. The undersigned shall be responsible for any and all costs of medical coverage and treatment. Under such circumstances, I further authorize any licensed physician and/or medical personnel to undertake such care and treatment of the Student as he/she considers necessary, including any x-ray examination, anesthetic, emergency, medical, dental, or surgical diagnosis or treatment.

IMAGE RELEASE. The undersigned agrees that HCA shall have the right to record, photograph, video, broadcast, and otherwise use in any and all media Student’s participation in the HCA Activities and to use Student’s name, likeness, voice and biographical information in connection therewith. The undersigned waives any right to inspect or approve the same.

OTHER MATTERS.

- a. Should it be necessary for Student to return home due to medical reasons, disciplinary action, or otherwise, the undersigned
- b. shall be responsible for all transportation costs.
- c. HCA is authorized to furnish any necessary transportation, food, and lodging for Student in connection with the HCA Activities.
The undersigned will indemnify and reimburse the HCA Parties for any liability, loss, or damage sustained by HCA as the result of the negligent or intentional acts of Student.

- d. I fully understand that the Student is to abide by all HCA rules and policies governing conduct during any HCA Trip. I understand that any violation of these rules and policies may result in the Student being sent home at the sole discretion of HCA and at the sole expense of the Student and/or Parent/Guardian of the Student. The Student shall refrain from engaging in any activity that results in damages or destruction of any property belonging to any of the HCA Parties or any third party. Any costs associated with damages to property caused by the Student, either intentionally or negligently, shall be the sole responsibility of the Student and/or the Parent/Guardian of the Student.
- e.

SEVERABILITY; GOVERNING LAW AND VENUE. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted. This Agreement shall be governed by the laws of the State of Texas. Venue for any dispute arising out of this Agreement shall be in Tarrant County, Texas.

Athletic Program Year: _____ / _____

Season (Please initial):

_____ Fall

_____ Winter

_____ Spring

_____ Summer

Student Medical Information (provide HCA updated information during year as necessary):

Does the Student have a medical condition of which HCA should be aware before allowing the Student to participate in any HCA Trip? _____

Allergies (list specific allergies, i.e. peanuts) _____

Medications (list medications needed, i.e. inhaler) _____

Medical Condition(s) (list medical condition, i.e. asthma) _____

Medical Insurance Provider and Phone Number _____ (Provide copy of Insurance Card) _____

Medical Insurance Policy # _____

THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD THIS AGREEMENT.

MUST BE SIGNED BY PARENT/LEGAL GUARDIAN IF STUDENT IS UNDER 18 YEARS OLD

Signed: _____ Printed Name: _____ Date: _____

Student Signature: _____