

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

IT IS THE INTENTION OF (PARENT OR GUARDIAN OF MINOR) BY THIS AGREEMENT TO EXEMPT AND RELIEVE (NAME OF ORGANIZATION) AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH OF (NAME OF MINOR) CAUSED BY ANY ACT OF NEGLIGENCE OF (NAME OF ORGANIZATION) AND ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

For and in consideration of permitting (NAME OF MINOR) to observe, or use any facility or equipment of (NAME OF ORGANIZATION), or engage in and/or receive instruction in any activity or activity incidental thereto **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** at: (NAME OF ORGANIZATION) in the city of _____, County of _____, and State of _____, beginning on the day of _____, the undersigned parent and/or guardian of (NAME OF MINOR): **hereby voluntarily and absolutely releases, discharges, waives, and relinquishes any and all loss or damages or actions or causes of action for personal injury, property damage, or wrongful death occurring to (NAME OF MINOR) as a result of (NAME OF MINOR)'s observing or using facilities or equipment of (NAME OF ORGANIZATION), or engaging in or receiving instructions in any activities **SOME OF WHICH MAY INVOLVE DANGERS AND RISK OF BODILY INJURY** or in activities incidental thereto wherever or however the same may occur, and for whatever period said activities or instructions may continue.**

The undersigned parent or guardian of (NAME OF MINOR) for him/herself, his/her heirs, executors, administrators, or assigns agrees that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against (NAME OF ORGANIZATION) or its officers, agents, servants, or employees, the undersigned parent or guardian **will indemnify and hold harmless (NAME OF ORGANIZATION) and its officers, agents, servants, or employees** from any and all

claims or causes of action by (NAME OF MINOR) or by any other person or entity, by whomever or wherever made or presented, and **under no circumstances will the undersigned parent or guardian of (NAME OF MINOR) present any claim against (NAME OF ORGANIZATION) and said persons for personal injuries, property damage, wrongful death, or otherwise, caused by any act of negligence by (NAME OF ORGANIZATION) and said persons.**

The undersigned parent or guardian represent that he/she has read this Release, has requested and has been provided with, or has requested and declined advisement on the potential dangers/risks of engaging in the observation, activities, or instruction offered, **assumes all risks associated with such dangers and risks, and is fully aware of and understands the terms and the legal consequences of the signing of this Release. The undersigned parent or legal guardian intends his or her signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and if any portion of the Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.**

DATED: _____

SIGNATURE OF PARENT OR GUARDIAN FOR (NAME OF MINOR):

THIS RELEASE WAS RESEARCHED AND DRAFTED BY THE LAW FIRM OF:

MCKAY BYRNE & GRAHAM
3250 WILSHIRE BLVD STE 603
LOS ANGELES CA 90010-1578
(213) 386-6900
jmckay@mbglaw.com

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PARENT/GUARDIAN CONSENT FORM

Child's Name (Last)	(First)	(Middle)	
Address	City	State	ZIP Code
Name of Facility (Camp/Church/School)			
Address	City	State	ZIP Code
Dates of Attendance			

As the parent or legal guardian of my child, _____, I hereby consent for my child to attend and participate in all activities provided as described above.

Print Name	
Signature	Date

ADDITIONAL INFORMATION:

Exclude from following Activities:

CHURCH MUTUAL INSURANCE COMPANY AND HERMES SARGENT BATES WISH TO POINT OUT THAT NO WARRANTY ATTACHES TO THESE DOCUMENTS, AND IN FACT , THESE DOCUMENTS MAY NOT BE APPROPRIATE FOR THE SPECIFIC NEEDS OF A PARTICULAR ENTITY. THESE DOCUMENTS ARE NOT A SUBSTITUTE FOR GOOD PRACTICE, PROPER SUPERVISION, AND DILIGENT OVERSIGHT AND CONTROL. THERE IS NO GUARANTEE THAT THESE DOCUMENTS WILL PROTECT ANY FACILITY THAT CHOOSES TO USE THEM. BEFORE USING THESE DOCUMENTS OR ANY SIMILAR DOCUMENTS, YOU SHOULD CONSULT WITH YOUR OWN ATTORNEY TO MAKE CERTAIN THAT THE DOCUMENT YOU EVENTUALLY USE IS CORRECT AND CURRENT UNDER THE LAW OF YOUR PARTICULAR JURISDICTION AND THAT THE DOCUMENT MEETS YOUR NEEDS FOR YOUR PARTICULAR SITUATION.

PARENT/GUARDIAN CONSENT TO MEDICAL, DENTAL, OR HOSPITAL CARE

Child's Name (Last)	(First)	(Middle)	Date of Birth
Address	City	State	ZIP Code
Parent/Guardian Name (Last)	(First)	(Middle)	
Telephone	Cell	E-Mail	

I consent to any x-ray examination, anesthetic, medical, or surgical diagnosis or treatment and hospital care under the general or special supervision and upon the advice of or to be rendered by a physician and surgeon licensed under the Medical Practice Act for my child. This authority also extends to any x-ray examination, anesthetic, dental, or surgical diagnosis or treatment and hospital care by a dentist licensed under the Dental Practice Act for my child. I further agree to pay all charges for the dental, medical, or hospital care or treatment.

As parent or legal guardian of my child, I am responsible for the health care decisions of my child and am authorized to consent to the services to be rendered. I represent that my consent to and agreement to pay for the dental, medical, or hospital care or treatment to be rendered to my child is legally sufficient and that no consent from any other person is required by law.

Print Name of Parent/Guardian	
Signature of Parent/Guardian	Date

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Indemnity and Release Form

I, the undersigned, wish to voluntarily participate in the _____ (activity).

In consideration for being permitted to participate in the _____ (activity), in the city of _____, the state of _____, and country of _____, beginning the ____ day of _____, 20____, I, the undersigned, fully recognizing the dangers and hazards inherent in the _____ (activity), and any related transportation, including personal injury, property damage, or wrongful death, as well as the unknown dangers and hazards which may arise in the course of my participation in the _____ (activity), do hereby voluntarily:

Agree, for myself, my heirs and my personal representative, to defend, hold harmless, indemnify, release and forever discharge, to the broadest extent allowed by law, _____ (organization), its trustees, officers, employees, agents, insurers, successors, assigns, from and against any and all claims, demands, actions, or causes of action on account of any damage to real or personal property or any personal injury or death that may result from my participation in the above _____ (activity).

I have read this release, I understand it fully, I understand that it is legally binding, and I understand that, among other things, I am agreeing to indemnify _____ (organization), for injuries, damages or losses I may cause and giving up rights to sue _____ (organization) for injuries, damages or losses I may incur.

Printed Name (Participant)

Signature of Participant

THIS RELEASE WAS RESEARCHED AND DRAFTED BY THE LAW FIRM OF:

MERSEREAU SHANNON LLP
ONE SW COLUMBIA STREET, SUITE 1600
PORTLAND, OR 97258
(503) 226-6400
kvickers@mershanlaw.com

IT IS MADE AVAILABLE AS SAMPLE RELEASE/WAIVER WITH THEIR PERMISSION. NEITHER MERSEREAU SHANNON LLP NOR CHURCH MUTUAL INSURANCE COMPANY WARRANT THAT IT IS APPROPRIATE FOR USE BY ANY OF OUR INSURED. THE RELEASE/WAIVER WAS DRAFTED AS A SAMPLE DOCUMENT AND MAY NOT BE APPROPRIATE FOR THE SPECIFIC NEEDS OF A PARTICULAR ORGANIZATION. THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT IS NOT A SUBSTITUTE FOR GOOD PRACTICE, PROPER SUPERVISION, AND REPAIR. THERE IS NO GUARANTEE THAT THIS RELEASE WILL PROTECT ANY FACILITY THAT CHOOSES TO USE IT. BEFORE USING THIS SAMPLE DOCUMENT OR ANY DOCUMENT LIKE IT, YOU SHOULD CONSULT WITH YOUR OWN ATTORNEY TO MAKE CERTAIN THAT THE DOCUMENT YOU EVENTUALLY USE IS CORRECT AND CURRENT UNDER THE LAW OF YOUR PARTICULAR JURISDICTION AND THAT THE DOCUMENT MEETS YOUR NEEDS FOR YOUR PARTICULAR SITUATION.

VOLUNTEER APPLICATION

APPLICANT INFORMATION

Name (Last)	(First)	(Middle)	Date
Address	City	State	ZIP Code
Telephone	Alternate Telephone	Best Contact Time	E-Mail Address
Volunteer Position Considering	Availability <input type="checkbox"/> Full-Time	<input type="checkbox"/> Part-Time	<input type="checkbox"/> Temporary
What Hours Are You Available to Work?			
In Case of Emergency Notify	Telephone	Name of Nearest Relative	Telephone

VOLUNTEER EXPERIENCE

Have you ever volunteered in the past? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Job Position	Supervisor	Start Date End Date
Job Position	Supervisor	Start Date End Date
Special Interests and Hobbies		
Do you have your own transportation? <input type="checkbox"/> Yes <input type="checkbox"/> No	Valid Driver's License? <input type="checkbox"/> Yes <input type="checkbox"/> No DL #: _____	Liability Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many hours per week are you available to volunteer? Days _____ Evenings _____ Weekends _____		
Can you make a one-year commitment to this volunteer role?		
Why would you like to volunteer as a worker with children and/or youth?		

VOLUNTEER EXPERIENCE (Continued)

What qualities do you have that would help you work with children and/or youth?

How were you parented as a child?

How do you discipline your own children?

Have you ever been charged, convicted of, or pled guilty to a crime, either a misdemeanor or a felony (including but not limited to drug-related charges, child abuse, other crimes of violence, theft, or motor vehicle violations)? Yes No

If yes, please explain fully:

Have you ever been exposed to an incident of child abuse or neglect? Yes No

Would you be available for periodic volunteer training sessions? Yes No

CRIMINAL HISTORY

Have you ever been *convicted* of a criminal offense?
Check One: Yes No

Do you currently have any criminal actions pending in which you are the Defendant? (Not Applicable to California Applicants)
Check One: Yes No

Are you currently on probation or parole?
Check One: Yes No

If you answered "Yes" to any of the above questions, please explain the nature of the offense and provide the date of the offense and the county and state in which it occurred?

List any education, experience, certifications, or other training relevant to this volunteer position:

PERSONAL REFERENCES:

Name	Address	Phone	Occupation	Relationship
Name	Address	Phone	Occupation	Relationship
Name	Address	Phone	Occupation	Relationship

APPLICANT STATEMENT

(Read and Sign Below)

I certify that this volunteer application was completed by me and that all of the information on this application is true and correct to the best of my knowledge. I understand that any falsification, misrepresentation, or omission of facts called for herein will result in my disqualification from further consideration as a volunteer. I understand that this volunteer application is not valid without my signature.

Print Name
Signature Date

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REFERENCE CHECK FORM

APPLICANT:

Name (Last)	(First)	(Middle)
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REFERENCE:

Reference Name (Last)	(First)	(Middle)
Address	City	State ZIP Code
Telephone	Cell	E-Mail
What is your relationship to the applicant?		
How long have you known the applicant?		
How well do you know the applicant?		
How would you describe the applicant's general personality?		
How would you describe the applicant's ability to relate to children and/or youth?		
How would you describe the applicant's leadership abilities?		
How would you feel about having the applicant as a volunteer worker with your child and/or youth?		
Do you know of any characteristics or circumstances that would negatively affect the applicant's ability to work with children and/or youth? If so, please describe.		
Do you have any knowledge that the applicant has ever been convicted of a crime? If so, please describe.		
Please list any other comments you would like to make.		

Reference inquiry completed by:

Print Name	
Signature	Date

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