

**SPORTS RELEASE (Aerobics)**

Shepherd of the Hills/Hillcrest Christian Church  
19700 Rinaldi Street, Porter Ranch, California 91326  
(818) 831-9333

**Name of Participant:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Minor Participant: If Participant is a minor, under the age of 18, this SPORTS RELEASE must be signed by a parent or legal guardian.**

**Sports Activity: Martial Arts:** Shepherd of the Hills/Hillcrest Christian Church offering Martial Arts classes. By the nature of this activity, aerobics training is designed to improve the physical fitness of the Participant through differing intensities in workouts which are designed to address and strengthen various muscle groups as well as the overall cardiovascular system of the Participant. Individuals who have had heart trouble, cardiac arrest, cardiac surgery, diabetes, hypoglycemia, asthma, lower back injury or lower back pain, high or low blood pressure, fainting or who have had recent surgery or suffer from other serious health problems should not participate in classes offered by Church without consultation with his or her private physician. Intensity of workouts vary in degree of difficulty, skill and fitness level required as well as the physical risk attendant to participation. While Shepherd of the Hills will take all reasonable precautions and safeguards in preparing its classes, injuries are inevitable. Common injuries include muscle pulls and various other overuse injuries associated with increasing the intensity of training to achieve the results desired. Other common injuries include cuts, scraps, bruises and sprains.

**Sponsor:** Shepherd of the Hills/Hillcrest Christian Church, a California religious nonprofit corporation, and its officers, directors, elders, employees, agents, volunteer coaches, workers, promoters, affiliates and assignees of Shepherd of the Hills/Hillcrest Christian Church are sponsors of the sports activity and are hereinafter collectively referred to as "Church". Affiliates include other churches and organizations co-sponsoring or hosting the sports activity.

**Location:** This Sports Release (Aerobics) covers all Activities on any Church campus or on any other property, including public property, used for or in connection with a Church sponsored event.

**Notice: All sports activities, including the sports activity described herein, are, by their nature, inherently dangerous and may result in injures including serious bodily injury and/or death which no amount of care, caution, instruction, supervision, or expertise can eliminate.** Sports activities vary in degree of difficulty, skill and fitness required as well as the physical risk attendant to the particular sports activity. Injuries are inevitable. Church assumes no responsibility for injuries to Participants. Each Participant should be in the physical condition to participate in the sports activity, free of any pre-existing health problem or condition which could affect his or her participation. Each Participant assumes the risk of physical injury or loss or damage to personal property. Each Participant is responsible for his or her own medical treatment and or insurance for injuries sustained. Each Participant warrants he or she will conduct his or her activities in a safe and sportsmanlike manner with due care for co-Participants. Participation in the sports activity is subject to being revoked for any reason by the Church. No alcohol or non-prescription drugs are allowed on Church premises. Intoxicated persons will not be allowed to enter or will be asked to leave if discovered later.

**Acknowledgment:** I, or in the case of a minor Participant, the parent or guardian having legal custody of the minor Participant, acknowledge that the **herein described sports activity is inherently dangerous and may result in injuries, including serious bodily injury and/or death, which no amount of care, caution, instruction, supervision or expertise can eliminate.** I, or in the case of a minor Participant, as the parent or legal guardian of the minor Participant, I further acknowledge that I have been fully and completely advised of the potential risks and dangers incident to participation in the sports activity, and I acknowledge that participation in this activity is voluntary and not as a requirement of the Church. I represent that I am currently in good health and have no known physical or mental conditions which would impair my ability to participate fully in the sports activity. I, or in the case of a minor Participant, on behalf of that minor Participant, I acknowledge and agree that I am responsible for the treatment of any injuries sustained participating in the sports activity. I, or in the case of a minor Participant, as the parent or legal guardian of the minor Participant, I further acknowledge that I have been informed and understand the degree of difficulty, ability and fitness necessary to participate in the sports activity and represent and warrant that I/the Participant am/is sufficiently qualified to participate in the sports activity. I represent and warrant that I/we maintain personal health and/or accident insurance sufficient to cover bodily injury and/or damage resulting from the participation in the sports activity. I represent that I/the minor Participant am/is currently in good health and has no known physical or mental conditions which would impair my/his/her ability to participate fully in the sports activity.

**Emergency Aid:** In the event I suffer sudden illness, accident or injury, I give permission and authorize Church to provide emergency aid and do authorize such emergency transport and medical treatment that is deemed necessary by any paramedic, emergency medical technician, physician or other health care professional. I understand and acknowledge that Church is authorized to provide emergency medical aid only and is not responsible for emergency transport or medical treatment. **Note— If Participant is a minor the separate Medical Release for Minors at the end of this document must be completed.**

**Permission, Release and Indemnity:** In the case of a minor Participant, as the parent or legal guardian of the minor Participant, I give my permission for the minor Participant to participate in the sports activity described above. In consideration for my/the Participant=s participation in this sports activity, I, or in the case of a minor Participant, as the parent or legal guardian of the minor Participant, state that I am fully aware of the risks associated with the sports activity and freely assume that risk. Further, I, on behalf of myself/the Participant, our heirs, assigns and personal representatives hereby, waive, release, forever discharge, indemnify and hold harmless the Church from any and all claims, including but not limited to claims for bodily injury, property damage, or death arising directly or indirectly from my/the Participant's participation in the sports activity, including injuries or losses caused by the ordinary negligence of Church and the ordinary negligence, gross negligence and willful misconduct of third parties including other Participants in the sports activity or as a result of any equipment failure or property defect in connection with the sports activity.

**Binding Contract:** In consideration for my participation, or in the case of a minor Participant, on behalf of that minor Participant, the undersigned makes the following representations and enters into the following binding contractual agreements. I acknowledge that by signing this document I, or in the case of a minor Participant, on behalf of that Participant, I release Church from liability as hereinafter described. I acknowledge this document is a contract with legal consequences. I

acknowledge I have been advised to read it carefully before signing and have done so.

**General Provisions:** Any provision or portion of this Sports Release found to be invalid by a Court having jurisdiction shall be invalid only with respect to such provision or portion thereof, and then only to the extent necessary to avoid such invalidity. The offending provision or portion shall be modified to the maximum extent possible to confer upon the parties the benefits intended thereby. The provision or portion as modified and the remaining provisions or portions hereof shall be construed and enforced to the same extent as if such offending provision or portion thereof had not been contained herein, to the maximum extent possible.

**Mediation/Arbitration:** I further agree that any claim or dispute arising from or related to this Sports Release, and the subject matter thereof (including the Minor Medical Release below) shall be settled by mediation and, if necessary, legally binding arbitration, in accordance with the Rules of the Institute for Christian Conciliation; judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. If a dispute or claim involves a claim as to which the Church's insurance, or the Church's insurance with respect to Church's officers, directors, elders, employees, agents, volunteer workers, promoters or affiliates, if any, applies, Church's insurer may elect not to submit the dispute or claim to mediation or arbitration as described in this Mediation/Arbitration provision, and unless the parties otherwise agree, this Mediation/Arbitration provision shall no longer be applicable with regard to the part of the dispute or claim as to which the Church's insurance applies. I agree that this Mediation/Arbitration provision shall be the sole remedy for any dispute arising between me, the Participant, and the Church, and do hereby waive, on behalf of myself, and in the case of a minor Participant, the Participant, the right to file any legal action against the Church in or before a civil court or agency, except to enforce an arbitration decision.

SO AGREED: I CONSENT, GIVE PERMISSION AND AGREE:

Participant=s Signature

Parent=s Signature (if Participant is under age 18)

**FOR THE PARENTS/GUARDIANS OF MINOR PARTICIPANTS (Under Age 18)**

**Medical Release:** As the Participant=s parent or guardian, I affirmatively state that the Participant is in good health and has no known physical or mental conditions which would impair or restrict his/her full participation in the sports activity. Pertinent general medical information and conditions concerning the Participant are as follows:

(Please list disabilities, health or activity limitations, etc.) \_\_\_\_\_

in the event the Participant suffers sudden illness, accident, or injury, I give permission and authorize Church to provide emergency aid and to provide or authorize such emergency transport and medical treatment that is deemed necessary by any paramedic, emergency medical technician, physician, or dentist (health professional). In the event hospital treatment is deemed advisable by the health professional, and Church is unable to reach the parents or legal guardian or the emergency contact listed below, I authorize the hospital or urgent care facility most assessable at the time of accident or during the illness to administer any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital or temporary emergency care which is deemed advisable and may be rendered under the general and special supervision of any physician and surgeon on the medical staff of said hospital or emergency care facility, whether such diagnosis or treatment is rendered at the hospital or emergency medical facility or at the office of the physician.

It is understood that this authorization is given in advance of any specific diagnosis, treatment or hospital care being required but is given to provide authority and power on the part of Church, its agents and employees, to give specific consent to any and all such diagnosis, treatment or hospital care which the aforementioned health professional in the exercise of his/her judgment may deem advisable.

Family Physician - Health Care Organization \_\_\_\_\_  
Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Emergency Contacts other than parent or guardian listed above:

- Name \_\_\_\_\_  
Work Phone ( ) \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_  
Cell Phone ( ) \_\_\_\_\_ Email Address \_\_\_\_\_
- Name \_\_\_\_\_  
Work Phone ( ) \_\_\_\_\_ Home Phone ( ) \_\_\_\_\_  
Cell Phone ( ) \_\_\_\_\_ Email Address \_\_\_\_\_

Name of Medical Insurance Company/HMO: (if other than above): \_\_\_\_\_

Policy No: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Print Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_  
(Parent/Guardian)

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_  
(Parent/Guardian)

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Approved: **SHEPHERD OF THE HILLS/HILLCREST CHRISTIAN CHURCH**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_