

## Waiver, Indemnity Agreement and Medical Consent

In exchange for the opportunity to participate in the Appalachian Ministries of the Smokies Experience (a mission of Carson-Newman University), I have voluntarily signed 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, tec.), 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.

**On behalf of myself and any person who might make a claim by or through me, I waive and release any claim to recover from the Released Parties any damages, costs, expenses, or obligations of any kind in connection with any injuries, illnesses, disabilities, death, or property loss that I 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 the Released Parties for any injuries to myself or damage to my property arising out of the Event, whether or not caused by the Released Parties' negligence. This Waiver does not extend to harm caused intentionally or by gross negligence.**

**If I or any person acting on my behalf brings action against a Released Party in connection with a claim arising out of the Experience, I will 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.**

I authorize Carson-Newman University to arrange for emergency medical care for me at my sole expense if that should become necessary during my participation in the Experience.

I am making this release and waiver 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 Carson-Newman University and 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.

\_\_\_\_\_  
Type or Print Name of Participant

\_\_\_\_\_  
Participant's Telephone Number

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

Church Name & Telephone Number \_\_\_\_\_

Hospital Insurance  Yes  No

\_\_\_\_\_  
Insurance Company  
Policy # \_\_\_\_\_

\_\_\_\_\_  
Name of Policy Holder

\_\_\_\_\_  
Physician's Name and Telephone Number

Emergency Contact Name and Telephone Number's

\_\_\_\_\_  
\_\_\_\_\_  
**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**

or

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