

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS – READ CAREFULLY BEFORE SIGNING

WAIVER OF LIABILITY AND RELEASE OF CLAIMS

Recognizing there is a risk of injury or death associated with virtually any type of activity, including those activities that will be conducted at the **CROSSOVER 2021** to be held at **Ovesen Heights Baptist Church 1604 Bardstown Road Hodgenville, KY 42748**, on **Saturday, November 13, 2021**, which will include **Winterization of Homes #2** among its activities, the undersigned, _____ (also referred to herein as the "Participant"), hereby represent as follows: (*check all that apply*):

- () I have no physical, mental, emotional or other conditions or illness that would interfere with my ability to participate in any activity or that would endanger my health or safety or the health or safety of others.
- () I have a physical, mental, emotional or other condition or illness that might endanger my health or family members or the health or safety of others if I were to participate in the following activities:
_____.
- () I do not wish to participate in the following activities: _____.

COVID-19 ASSUMPTION OF RISK AND WAIVER

The novel coronavirus COVID-19 has been declared a worldwide pandemic by the World Health Organization. By signing below, I, as Participant, hereby, on my own behalf as well as on behalf of my family members:

- acknowledge the specific and unique risk factors associated with COVID-19 including, without limitation, that it is highly contagious (often spread by person-to-person contact), has a relatively lengthy incubation period, and that certain persons may be asymptomatic carriers and/or spreaders of COVID-19;
- voluntarily and knowingly assume the risk that I may become exposed to, or infected by, COVID-19 at the Event (and that I may then expose others to, or infect others with, COVID-19 at or after the Event) as a result of my own acts or omissions and/or the acts or omissions of others;
- understand that staff and personnel associated with the Event will follow the best practices as recommended by federal, state, and local health officials with respect to COVID-19 but acknowledge that those precautions may not be sufficient to prevent the spread of COVID-19 at the Event;
- confirm that I will fully cooperate with all policies and procedures associated with the Event and pertaining to COVID-19, including, without limitation, related to any symptom(s) that I may exhibit and any positive test result;
- knowingly and willingly elect to participate in the Event, acknowledging that I understand and voluntarily accept any and all associated risks, including, without limitation, for any illness, injury, or death that may result from my attendance at the Event and participation in its events as well as from any negligent or grossly negligent act or omission by any of the Providers (*as defined below*).

CONSENT TO TREATMENT AND RELEASE OF LIABILITY

I fully understand and acknowledge that (a) there are risks associated with the activities to be conducted at the Event; (b) by consenting to and participating in such activities, I am voluntarily accepting those risks and recognize that my participation in such activities may result in injury, death or disability; (c) **these risks may be caused by the negligence or gross negligence of the Providers (defined below)**; and (d) by consenting to and participating in the Event and its activities, I hereby assume all risks and all responsibility for any consequences of participation, whether caused in whole or in part by the **negligence, gross negligence, or other conduct** by the Providers.

On my own behalf and on behalf of my family members, I hereby release, waive, discharge, and hold harmless **KENTUCKY BAPTIST CONVENTION, INC., [INCLUDE ADDITIONAL PARTIES]** (together with each of their respective owners, directors, officers, affiliates, employees, and representatives, the "Providers") of and from any and all claims, actions,

losses, liabilities, and damages of any kind arising out of my participation at the Event and each of its activities (including, without limitation, all claims for bodily injury, property damage, and wrongful death), and I acknowledge that I specifically understand that by doing so I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the **negligent or grossly negligent acts or other conduct** by the Providers.

I HAVE READ THE FOREGOING AND UNDERSTAND THAT IT IS A VOLUNTARY RELEASE OF ALL CLAIMS.

PARTICIPANT SIGNATURE

DATE

MEDICAL INFORMATION

Date of Birth: _____ Home Phone: (____) _____

Emergency Contact: Name: _____ Home Phone (____) _____
Address: _____ Work Phone (____) _____

Primary Physician: Name: _____ Phone: (____) _____
Address: _____

Illnesses or conditions for which you are currently being treated: _____

Medications you are currently taking: _____

Allergies: _____ Date of last tetanus or booster shot: _____

HEALTH INSURANCE:

Name of Company: _____

Policy Number: _____

CONSENT TO TREATMENT

In the event that I am for any reason rendered incapable of making decisions regarding my own medical care, I do hereby consent to treatment, including diagnostic and surgical procedures; by a licensed physician should said physician determine that such treatment is necessary.

PARTICIPANT SIGNATURE

DATE