

I understand child daycare operations are public accommodations under the Americans with Disabilities Act (ADA), Title III. If you believe that such an operation may be practicing discrimination in violation of Title III, you may call the ADA Information Line at 800-514-4031(voice) or 800-514-0383 (TTY).*

KUMC LIABILITY RELEASE AND HOLD HARMLESS (ADULT – 18 AND OVER)

STATE OF TEXAS §

COUNTY OF HARRIS §

I, MAKE THIS LIABILITY Release and Hold Harmless

Agreement in anticipation of my participation in the activities of Klein United Methodist Church (KUMC), during the period between the current pre-school year and exiting the program.

I expect that I will be participating in activities of KUMC which may occur on or off the KUMC premises, including transportation to and from off-premises activities (KWMC Activities). In consideration of my participation in (KUMC Activities), I hereby agree as follows:

RELEASE AND HOLD HARMLESS RELATED TO PARTICIPATION: I release, indemnify, defend and forever discharge and hold harmless (Release) KUMC, its clergy, staff, employees, sponsors, chaperones, volunteers, and committee members individually and in any representative capacity (referred to as “Released Parties” in the document) of any form any claims, demands, liability, suits, injuries (including death), attorney’s fees, expenses, cost, causes of action, judgments or awards of any kind or character (Loss) which may accrue because of, arise out of, or exist on account of my participation in KUMC Activities. I take full responsibility for all care and release and hereby agree to defend and indemnify the Released Parties for all Loss. I understand and agree that this Release shall expressly include Loss due to the Released Parties negligence (whether sole, contributory, or in any other way in part and gross negligence. I intend that this release and indemnity be as broad and comprehensive as possible as I do not desire that the Released Parties have any liability, directly to me or my spouse (if any) or indirectly to any medical provider arising out at any cost, bills, claims or damages due to (participation in KUMC Activities).

I, make this Medical Power of Attorney and Liability Release and Hold Harmless Agreement on behalf of the minor child/children, in anticipation of my child’s participation in the activities of Klein United Methodist Church (“KUMC”), during the duration we are enrolled in the KWMC program.

I expect that my child is and/or will be participating in activities of KUMC, which may include KUMC Youth, Choir, Nursery, Weekday Ministries, Sunday School or other Sunday morning events, and/or any other activities that may occur on or off the KUMC premises, including transportation to and from off-premises activities (“KUMC Activities”). In consideration of my child taking part in KUMC Activities, I agree as follows:

1. MEDICAL/POWER OF ATTORNEY (“POA”) FOR MINOR CHILD: During the dates identified in this document I recognize that there may be times when my child is participating in a KUMC Activity and I may be unavailable to render decisions on behalf of or care for my child. I, therefore, appoint ANY CLERGY OR STAFF MEMBER of KUMC as my true and lawful attorney (“my attorney”) to do every act and exercise every power that I may or can do or exercise on behalf of my child, and grant my attorney the power to do everything, in my attorney’s sole discretion, that may be proper expedient or advisable, and for all intents and purposes, as I might or could do personally, until my unavailability shall end. Without limiting the authority granted, I specifically grant my attorney the authority to seek, obtain, authorize, give, or otherwise get medical, health, dental, and/or emergency care for my child as may be necessary during my unavailability.

2. RELEASE AND HOLD HARMLESS RELATED TO PARTICIPATION AND POA: I (individually and as parent, next friend, or legal guardian) release, indemnify, defend, and forever discharge and hold harmless (“Release”) KUMC, its clergy, staff, employees, sponsors, chaperones, volunteers, and committee members individually and in any representative capacity (referred to as “Released Parties” in this document) of and from all claims, demands, liability, suits, injuries (including death), attorney’s fees, expenses, costs, causes of action, judgments or awards of any kind or character (“Loss”) which may accrue because of, arise out of, or exist on account of my child’s participation in KUMC Activities, or in any way connected with this POA or care given or obtained by and/or through it for my child. I take full responsibility for all care and release and hereby agree to defend and indemnify the Released Parties for all Loss. I understand and agree that this Release shall expressly include Loss due to the Released Parties’ negligence (whether sole, contributory, or in any other way in part) and gross negligence. I intend that this release and indemnity be as broad and comprehensive as possible as I do not desire that the Released Parties have any liability, directly to me or my spouse (if any) or my child, or indirectly to any medical provider arising out of any costs, bills, claims or damages due to participation in KUMC Activities or due to this POA.

Video Recording Permission: I understand cameras have been installed in each classroom of Klein Weekday Ministries and Klein United Methodist Church with the following expressed purpose:

- 1) To provide KWMC/KUMC staff with the ability to monitor each room from any location.
- 2) To Provide KWMC/KUMC staff with an additional layer in protection and prevention. KWMC/KUMC makes no warranty or guarantees that any of the cameras will be continuously monitored, that the cameras will be continuously operational nor that all areas of KWMC/KUMC premises will be within view of installed cameras. The cameras are tools to be used only by the staff of KWMC/KUMC. Parents/legal guardians, including the undersigned, enrolling their child(ren) in a KWMC/KUMC program acknowledge their child(ren) are subject to recording, photographing, taping, and filming while on the premises of both KWMC/KUMC and acknowledge that these Images WILL NOT BE available via a live stream and is only viewed by the staff of KUMC/KWMC. Parents/legal guardians including the undersigned grant permission for their child(ren) to be recorded, filmed, and taped for the aforementioned purposes and have all images available to either KWMC/KUMC staff. I understand that all children at KWMC/KUMC will be subject to being recorded, photographed, taped, and filmed while on the premises of Klein Weekday Ministries or Klein United Methodist Church.

Emergency Contact/Pick Up

When arriving at school, children must be left in the care of a staff member. Your child will be released only to a parent/guardian or an adult designated in writing by the parent. A staff member must be aware of each child’s departure. Please list at least one person who has permission to pick up your child and who can be contacted in case of an emergency, if the parent/guardian cannot be reached.

Authorization for emergency medical attention and transportation: In the event, I cannot be reached to make arrangements for emergency medical care and transportation, I authorize the person in charge to take my child to Tomball Regional Hospital 281-351-1623 (unless medical personnel specifies another hospital), 605 Holderrieth, Tomball, Texas 77375. Furthermore, I give consent for the person in charge to secure all necessary emergency medical care for my child.

Releases shall be valid as long as the _____ Family participates in our program,

Child/Children’s Names: _____

Date: _____

Signature: _____