

**2012 Waterpark Day  
PARENTAL/GUARDIAN CONSENT FORM AND LIABILITY WAIVER**

**Type of event:** Waterpark Day @ Waterpark of America  
**Date of event:** February 20th, 2012.  
**Who:** Youth in grades 6-12 + friends.  
**Destination of event:** Risen Savior  
**Individual in charge:** Mark Djerf  
**Mode of transportation to and from event:** Bus.

**Cost:** \$30 (includes waterpark pass and lunch)  
**Estimated time of departure and return:**  
Meet at Risen Savior at 10 am  
Return / end at 4:30 pm.

Participant's name: \_\_\_\_\_ Birth date: \_\_\_/\_\_\_/\_\_\_\_ Gender: M / F  
Parent/Guardian's name: \_\_\_\_\_ Home phone: \_\_\_\_\_  
Home address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Cell phone: \_\_\_\_\_ Work phone: \_\_\_\_\_ Grade \_\_\_\_\_

I, \_\_\_\_\_ grant permission for my child, \_\_\_\_\_  
Parent or guardian's name Child's name

to participate in this parish event that requires transportation to a location away from the parish site. This activity will take place under the guidance and direction of parish employees and/or volunteers from Church of the Risen Savior and Side by Side Ministries.

As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above named minor ("participant"). I agree on behalf of myself, my child named herein, or our heirs, successors, and assigns, to hold harmless and defend Church of the Risen Savior, Side by Side Ministries, its officers, directors, employees and agents, and the ArchDiocese of St. Paul and Minneapolis, its employees and agents, chaperones, or representatives associated with the event, from any claim arising from or in connection with my child attending the event or in connection with any illness or injury (including death) or cost of medical treatment in connection therewith, and I agree to compensate the parish, its officers, directors and agents, and the Archdiocese of St. Paul and Minneapolis, its employees and agents and chaperones, or representative associated with the event for reasonable attorney's fees and expenses which may incur in any action brought against them as a result of such injury or damage, unless such claim arises from the negligence of the parish/diocese. I authorize Side By Side Ministries to use photos or videos taken of my child at camp for Side By Side Ministries promotional purposes only. At no time will camp photos or videos be used by unrelated organizations.

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

**CODE OF CONDUCT**

The following are a few rules all participants are expected to follow while participating and representing Church of the Risen Savior. In this event sponsored by Church of the Risen Savior on February 20th, 2012. Please read and sign. I, \_\_\_\_\_, will:

(Printed Name of Youth Participant)

- Treat all other persons with respect and not cause any intentional harm (physically, emotionally, or spiritually) to any person in any way.
- Respect the property of others, including all program facilities and property.
- Follow all appropriate instructions of all personnel aiding in this event, including, but not limited to, chaperones, support staff, transportation personnel and administration.
- Be on time for all check-in and departure times.
- Not have in my possession any tobacco, alcohol or any controlled illegal substance.
- I agree that if any of these terms are violated, the Church of the Risen Savior or Side by Side Ministries can send the participant home at the participant/guardian's expense.

\_\_\_\_\_  
(Youth Participant Signature)

\_\_\_\_\_  
(Parent/Guardian Signature)

\_\_\_\_\_  
(Date)

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**MEDICAL MATTERS:** I hereby warrant that to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child. (Of the following statements pertaining to medical matters, sign only those that are applicable.)

**Emergency Medical Treatment:** In the event of an emergency, I hereby give permission to transport my child to a hospital for emergency medical or surgical treatment. I wish to be advised prior to any further treatment by the hospital or doctor.

In the event of an emergency, if you are unable to reach me at the above numbers, contact:

**Name & relationship:** \_\_\_\_\_ Phone: \_\_\_\_\_

Family doctor: \_\_\_\_\_ Phone: \_\_\_\_\_

Family Health Plan Carrier: \_\_\_\_\_ Policy #: \_\_\_\_\_

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

**Other Medical Treatment:** In the event it comes to the attention of the parish, its officers, directors and agents, and the Archdiocese of St. Paul and Minneapolis, chaperones, or representatives associated with the activity, that my child becomes ill with symptoms such as headache, vomiting, sore throat, fever, diarrhea, I want to be called collect (with phone charges reversed to myself).

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

**Medications:** My child is taking medication at present. My child will bring all such medications necessary, and such medications will be well-labeled. Names of medications and concise directions for seeing that the child takes such medications, including dosage and frequency of dosage, are as follows:

\_\_\_\_\_

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

No medication of any type, whether prescription or non-prescription, may be administered to my child unless the situation is life-threatening and emergency treatment is required.

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

I hereby grant permission for non-prescription medication (i.e. non-aspirin products such as acetaminophen or ibuprofen, throat lozenges, cough syrup) to be given to my child, if deemed appropriate.

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

**Specific Medical Information:** The parish will take reasonable care to see that the following information will be held in confidence.

Allergic reactions (medications, foods, plants, insects, etc.): \_\_\_\_\_

Immunizations: Date of last tetanus/diphtheria immunization: \_\_\_\_\_

Does child have a medically prescribed diet? \_\_\_\_\_

Any physical limitations? \_\_\_\_\_

Is child subject to chronic homesickness, emotional reactions to new situations, sleepwalking, bedwetting, fainting? \_\_\_\_\_

Has child recently been exposed to contagious disease or conditions, such as mumps, measles, chicken pox, etc.? If so, list date and disease or condition: \_\_\_\_\_

You should be aware of these special medical conditions of my child: \_\_\_\_\_

**ASSUMPTION OF RISK, RELEASE AND INDEMNITY**

The use of the facilities at Water Park of America™ naturally involves the risk of injury or death, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that WSI(I)-RWP, LLC d/b/a Radisson Hotel Bloomington By Mall of America and Davidson Hotel Company, Management Agent and any of their affiliated entities or successors or any officer, director, member, agent, servant or employee of the aforesaid (hereinafter collectively "WPOA") will not be liable for any injury or death, including and without limitation, personal, bodily or mental injury, economic loss or any physical or property damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter collectively "GUEST") resulting from GUEST's use of the facilities, including without limitation, as a result of the negligence of WPOA or anyone else using the facilities. If there is any claim by anyone based on any injury, death, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend WPOA against such claims and pay WPOA for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify WPOA for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Hennepin County, Minnesota.

**WAIVER OF LIABILITY**

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) WPOA; (ii) any other guest, visitor or person present or using the facilities or equipment of WPOA; (iii) any designers, manufacturers or installers of the facilities or equipment of WPOA including but not limited to Wave Loch, Inc., Wave House of Sand Diego, LLC, Thomas J. Lochtefeld, Aquatic Development Group, Inc., and any subsidiary companies; and/or (iv) the landlord of WPOA for any and all harm or damage to the GUEST in connection with GUEST'S use of any WPOA facilities or equipment including but not limited to the FlowRider® or in connection with any activities sponsored by WPOA whether or not such activities take place outside of any premises owned or operated by WPOA. This Agreement releases WPOA from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if WPOA's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against WPOA, its owners, directors, employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries or death resulting from the negligence of the owners, operators, employees, or volunteer assistants of WPOA; or the negligence of guests, visitors or persons who may be present at WPOA; or the negligence of any designers, manufacturers or installers of the facilities or equipment of WPOA; or the negligence of the landlord of WPOA;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilities or equipment of WPOA;
3. Injuries or death resulting from slips, trips, falls or other such accidents that occur while using the facilities or equipment of WPOA, or which may be caused by other persons' use of the facilities or equipment of WPOA;
4. Injuries or death resulting from participating in and/or using equipment in connection with activities sponsored by WPOA which may take place outside of any premises owned or operated by WPOA;
5. Injuries or death that occur from the negligence or lack of adequate training of those volunteers, agents or employees of WPOA or death who seek to assist with medical or other help either before or after injuries have occurred; and
6. Injuries or deaths that occur from flowboard (stand-up) and/or bodyboard (lying down or kneeling) riding activities.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries or death that may occur as a result of these risks, even if such injuries or death occur in a manner that is not foreseeable at the time this Agreement is signed.

**GUEST UNDERSTANDS AND ACKNOWLEDGES THAT BODYBOARD AND FLOWBOARD RIDING ACTIVITIES HAVE INHERENT DANGERS AND/OR RISKS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE AND GUEST EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATION ON THE FLOWRIDER®. BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

\_\_\_\_\_  
Signature of Adult (If participant under 18, Parent/Legal Guardian's signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

If under 18  
please print  
all names

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNATTENDED CHILDREN: Parents / Guardians signing the waiver for children 13 – 17 years of age and leaving children unattended must supply a contact number for emergency situations.

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone Number