

# Trips for Kids Metro New York

## Volunteer Liability Waiver & Medical Release

**THIS FORM MUST BE READ, COMPLETED IN FULL, SIGNED AND GIVEN TO THE TRIPS FOR KIDS RIDE LEADER BEFORE THE PARTICIPANT MAY GO ON THE OUTING.**

*This information may be used for more than one outing. You must inform the outing leader if any of this information changes from outing to outing.*

**Section A. EXPRESS ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE AGREEMENT:**

In consideration for the services of Trips For Kids Metro New York, its outing leaders, directors, officers, agents, volunteers, partner clubs or associations, partner government units and partner non-profit organizations (referred to herein as "TFKMNY"), I, on behalf of myself and/or as the parent or guardian of the minor child participating in the TFKMNY activity, and our heirs, agree as follows:

(1) I understand and am aware that outdoor activities, in general, such as mountain biking, hiking, swimming, trail maintenance, fixing bicycles, and related activities including, among others, use of TFKMNY equipment such as bicycles, bike tools, trail maintenance equipment and mountain biking-related equipment (referred to herein as "Activity"), and transportation to and from such Activity, are HAZARDOUS ACTIVITIES involving INHERENT AND OTHER RISKS of injury to any and all parts of the body.

(2) I further understand that injuries in this activity are a COMMON AND ORDINARY OCCURRENCE, and I have made a voluntary choice for myself and/or the minor child listed below to ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH that might be associated with or result from this Activity. To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS TFKMNY from any and all liability on account of, or in any way resulting from, personal injuries, death or property damage, even if caused by NEGLIGENCE, in any way connected with this Activity.

(3) I further AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THIS ACTIVITY, even if caused by NEGLIGENCE. I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect. I agree that no oral representations, statements or inducements apart from this Agreement have been made.

**Section B. AUTHORIZATION FOR FIRST AID AND MEDICAL TREATMENT:**

(1) I recognize that medical or dental care may be necessary for myself and/or my minor child.

(2) I authorize TFKMNY and the outing leaders to render first aid and or emergency care, within the scope of the certification of the outing leader(s).

(3) I authorize TFKMNY to call for medical or dental care for myself and/or my minor child if, in the opinion of TFKMNY, medical or dental care is needed.

(4) I agree to pay for all expenses and costs associated with such care and related transportation. .

(5) I hereby authorize and consent for any x-ray examination, anesthetic, medical, dental or surgical diagnosis rendered under the general or special supervision of any member of the medical staff and/or emergency staff and/or dentist currently licensed by the state in which treatment is given and the staff of any acute general hospital holding a current license to operate a hospital in the State of New York or the equivalent agency in another state.

(6) 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 to render care which the physician in the exercise of his/her best judgment may deem advisable. It is understood, medical condition allowing, that effort shall be made to consult the

undersigned prior to rendering the treatment to the patient, but that the above referenced treatment will not be withheld if the undersigned is incapacitated or cannot be reached.

**Section C. TFKMNY VOLUNTEERS & PERSONNEL: Specific Responsibilities.**

I understand that I will be in contact with minor children and must at all times take into consideration their physical and mental well being and safety and therefore, agree to and acknowledge the following:

**Two Adult Rule.** I understand that I may never be alone with one participant. I understand that there must always be two adults present whether I am with one or more participants. If, because of extenuating circumstances, I find myself alone with one or more participants, I will stay in public areas and establish contact with other TFKMNY Personnel AS SOON AS POSSIBLE.

**Please Initial To Acknowledge The TWO ADULT Rule:** \_\_\_\_\_

**Back-ground Check** I understand that TFKMNY may request information from me to conduct a back-ground check on me at any time. I agree to cooperate fully, and promptly provide all requested information. I understand that TFKMNY, TFKMNY Partners or Third Parties hired by TFKMNY may see my personal information in order to complete and review my background check. I understand that I may not be allowed to participate in TFKMNY based on the information found in my background check or until it has been completed, even if I previously participated in TFKMNY activities prior to my background check.

**Please Initial To Acknowledge The BACK-GROUND CHECK Policy:** \_\_\_\_\_

**Report Child Abuse.** I understand that New York State Law requires TFKMNY to report Child Abuse or possible "Signs of Child Abuse" to a Law Enforcement Agency. If I see any possible "Signs of Child Abuse" or become aware of possible Child Abuse, I will inform a TFKMNY Staff Member, Officer or Director as soon as possible. I will not take any further action other than to notify the appropriate TFKMNY personnel as stated above.

**Please Initial To Acknowledge The REPORT CHILD ABUSE Policy:** \_\_\_\_\_

**Media & Use of Name.** TFKMNY frequently takes photographs and is interviewed by TV, Radio and Print Media during events and activities. These images and other media may be used as part of press releases or other publications (e.g., newspaper, radio, television, internet, etc.) used in TFKMNY's own publications for public relations purposes. It is the right of each individual to determine whether or not his/her photograph and/ or name may be used. TFKMNY only uses participant's first names in publications. If you do NOT want your picture or name used for the specific purposes stated above, you must inform the TFKMNY Staff Member, Officer or Director running each event. You are responsible for removing yourself from any media equipment's line of sight or recording range, otherwise, it will be deemed that you have given your consent to participate in the media activities set forth in this section.

**Please Initial To Acknowledge The MEDIA & USE OF NAME Policy:** \_\_\_\_\_

**My Name may be used: YES: \_\_\_\_\_ NO: \_\_\_\_\_**

**My Likeness May Appear in Photographs: YES: \_\_\_\_\_ NO: \_\_\_\_\_**

\_\_\_\_\_

**Section D-1.**

**Medical Information. (Everyone must fill-out)**

Date of most recent tetanus booster: \_\_\_\_\_ List any allergies to drugs, foods, insects, etc:  
\_\_\_\_\_ 23` \_\_\_\_\_

List *medications* OR *medical conditions* that the Ride Leader should be aware of which may affect the participant's ability to participate in activities (asthma, bee sting, heart disease, diabetes, or neuromuscular or skeletal impairment): \_\_\_\_\_

Family / Agency Physician: \_\_\_\_\_ Family / Agency Physician Phone Number: \_\_\_\_\_

Insurance Company: \_\_\_\_\_ Policy Number: \_\_\_\_\_

Name of Insured: \_\_\_\_\_ DOB of Insured: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ SS# of Insured: \_\_\_\_\_

**Section D-2. Emergency Contact - List the person we should call:**

1<sup>st</sup> Emergency Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Pager) \_\_\_\_\_

2<sup>nd</sup> Emergency Contact Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone (Day) \_\_\_\_\_ (Night) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Pager) \_\_\_\_\_

I HEREBY ACKNOWLEDGE THAT ALL THE INFORMATION I HAVE PROVIDED ON THIS AGREEMENT IS TRUE, CORRECT AND COMPLETE. I AGREE TO UPDATE THIS AGREEMENT AS NECESSARY. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS, AND VOLUNTARILY SIGNED THIS AGREEMENT.

NAME: (PRINT) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CELL PHONE : \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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