

## WAIVER AND RELEASE OF LIABILITY

Name: \_\_\_\_\_

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

**Provider: First United Methodist Church of Dothan, Inc.**

**Services: Respite Care Ministry**

I, ON BEHALF OF MYSELF AND/OR MY LOVED ONE WITH DEMENTIA (LOWD), HEREBY ASSUME ALL OF THE RISKS OF REQUESTING THIS SERVICE, including by way of example and not limitation, any risks that may arise from contracting COVID-19 from the First United Methodist Church of Dothan (hereinafter called "FUMC") and from any negligence or carelessness on the part of FUMC and I hereby release and discharge FUMC from any and all liability for and from any medical condition, including viral infection which may arise from my/my LOWD's participation in the Respite Care Ministry provided by FUMC. This Waiver and Release of Liability covers any negligence or carelessness in relation to exposing me or my LOWD to the COVID-19 virus from FUMC while providing such services.

I understand that there are risks of viral infections that cannot be avoided, even by compliance with recommendations of governmental authorities. I also understand that social distancing may not be possible or practical in dealing with dementia. I also understand that there will be other LOWD and volunteers coming into contact with me/my LOWD and that viral infections, including COVID-19, may be transmitted by such contact.

I understand that I am responsible for determining whether I and/or my LOWD am is physically and medically able to participate in the Respite Care Ministry of FUMC. I am responsible for determining whether a physical or medical examination should be undertaken before I or my LOWD participate in the services being provided by FUMC and I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. Before, during, and after the services, I am solely responsible for determining my and/or my LOWD's health and physical status and whether I or my LOWD can or should discontinue participation in the services, or take other actions, to protect my own, and my LOWD's, health or safety. FUMC assumes no duty to me or my LOWD to ensure medical ability to participate in the FUMC programs, whether before, during, or after the said programs.

I acknowledge that this Waiver and Release of Liability Form will govern my actions and responsibilities at said programs, services, activity or event.

In consideration of providing services to me and/or my dependents, I hereby take action for myself, dependents, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, illness, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: FUMC and its trustees, officers, employees, program staff, pastors, administrative staff, representatives and agents;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this service, activity or event, whether caused by the negligence of said persons or otherwise. My and my LOWD's participation in the services and programs of FUMC is voluntary.

I acknowledge that neither FUMC nor its trustees, officers, employees, representatives, and agents shall be responsible for the contamination, errors, omissions, acts, or failures to act of any party or entity conducting in providing the services.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

ON BEHALF OF MYSELF AND/OR MY LOWD

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

List LOWD: \_\_\_\_\_

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### **HEALTH DISCLOSURE AND AUTHORIZATION**

As a participant /caregiver for the LOWD named below, we provide this Health Disclosure and Authorization in connection with myself / my LOWD named below being allowed to participate in the **Respite Care Ministry** of the church named below. This form is in addition to the Waiver and Release of Liability executed by undersigned and does not supersede or alter any provisions of that agreement. It is understood the information herein will remain confidential and reviewed only by local clergy, the district superintendent, the Bishop, the Chancellor or if required, appropriate health officials. As the participant/caregiver for a LOWD named below, we state as follows:

1. To our knowledge, the LOWD/participant/volunteer identified below have not been diagnosed or treated for COVID-19 or any related conditions recognized by the CDC. If that changes, we will notify the *Director of Respite Care Ministry* immediately and remove our LOWD from all church programs and activities.
2. As a participant, volunteer, or caregiver of the undersigned LOWD, we nor anyone in our household, have been treated or diagnosed with COVID-19 or any related conditions recognized by the CDC. If that changes, we will notify the *Director of Respite Care Ministry* immediately and remove our LOWD from all church programs and activities. In such event, we will seek guidance from the church as to whether we or any other members of the household may continue to participate in church activities until further notice.
3. That we are not aware of any contact the participant, volunteer, or the LOWD named below have had with anyone who has been treated or diagnosed with COVID-19 or any related conditions recognized by the CDC. If that changes, we will notify the *Director of Respite Care Ministry*.
4. Neither our LOWD identified below, or anyone else in our household, have traveled to or from any of the areas listed in the Warning Levels as defined by the CDC. The undersigned understand the church is requiring caregivers to execute this Health Disclosure and Authorization and a separate Waiver and Release in an effort to protect all who participate in the Respite Care Ministry and activities within the church as well as church staff. We understand the importance of this Disclosure and of our obligation to disclose any changes in the future required herein.

5. We authorize the above individuals associated with the church and Conference to make any disclosures of health information disclosed pursuant to this Health Disclosure and Authorization or the separate Waiver and Release of Liability that is or may in the future be required by applicable laws, regulations or health guidelines.

**Church** – First United Methodist Church of Dothan, Inc.

\_\_\_\_\_ **Date**

\_\_\_\_\_  
**Caregiver(s)**

\_\_\_\_\_  
**LOWD/Participant/Volunteer**

**Contact Information:** \_\_\_\_\_  
\_\_\_\_\_

**COVID VACCINATION**

Date of my 2<sup>nd</sup> Vaccination: \_\_\_\_\_

Please initial to indicate agreement:

I understand that I will need to provide a copy of Vaccine Verification for me, the caregiver or volunteer, and for my loved one with dementia. \_\_\_\_\_

For use only by Respite Care Ministry:

Copy of Vaccination Received: \_\_\_\_\_ on this date: \_\_\_\_\_