

# Medical Needs Agreement: Child with a Chronic Illness

In return for the opportunity for John J. Smith (“John”), a minor child, to receive care from or participate in the activities of Community Church (“the Church”), his parents/guardians, James A. and Mary M. Smith, agree to the following terms whenever John is in the care of or participating in the activities of the Church.

**Definition:** A chronic, communicable disease is a long-term illness that may be transmitted from person to person.

**Child’s medical diagnosis:** John has the following chronic illness(es):

Medical diagnosis: \_\_\_\_\_

\_\_\_\_\_

Symptoms: \_\_\_\_\_

\_\_\_\_\_

**Attendance guidelines:** The Church will admit John to its program in accordance with the attached attendance guidelines of the ministry’s Infectious Diseases Policy, with the following limitations:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Medical treatment:** The following medical treatment or medication regimen is or may be required for John to participate in the Church’s programs and activities:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Medical treatment regimen:** The Church will handle John’s medical treatment and/or medication regimen as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Changes in John's condition:** James A. and Mary M. Smith will notify the Church of any change in John's health condition. If John's condition poses a health risk to others as a result of the changes, they will voluntarily remove John from the Church's programs and activities.

**Ongoing participation in the Church's activities:** The Church's decision to continue to admit John to its programs and activities will be within the sole discretion of the Church, with consideration given to the following factors:

1. An evaluation of the health risks to John and all children involved in the Church's programs.
2. The Church's ability to make reasonable accommodation to reduce any health risk to John and others.

The Church will restrict John's participation in programs and activities under the following conditions:

- John exhibits symptoms of chronic, communicable disease that prohibits John's participation in programs and activities for children.
- John is unable to safely participate in the Church's activities because of John's own physical or medical limitations.
- John requires more care than the Church can reasonably accommodate.

**Information Disclosure Parameters:** The Church will share John's health information, within the Church's discretion, with its workers and leaders on a "need to know" basis. The Church will report John's personal and medical information to regulatory authorities as required by law.

If John is restricted from attendance, the Church may require John's physician to assess John and provide written comments so the ministry is able to determine if John can be readmitted to the ministry's programs and activities.

**Emergency Medical Treatment:** The Church will have discretion to seek appropriate emergency medical care for John and other medical, legal, and public health services as the Church reasonably deems necessary.

**Liability Agreement:** The Church is not a medical facility and cannot be held liable for any injury resulting from its attempts to accommodate John's chronic illness, including the Church's good faith efforts to take appropriate action in an emergency situation.

James A. and Mary M. Smith accept the risks of injury associated with John's pre-existing condition while John is participating in the Church's programs and activities. James A. and Mary M. Smith accept the risks of injury or harm associated with any intervention and/or treatment that the Church's workers perform or seek for John's benefit.

Accordingly, James A. and Mary M. Smith agree on their behalf and on behalf of John to indemnify, defend, and hold harmless the Church, its leaders, employees, volunteers, and other representatives from any and all injury or loss directly or indirectly resulting from John's participation in the Church's programs and activities.

Provide any additional comments, clarification, or direction below: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

James A. and Mary M. Smith agree that the information provided above is complete and accurate to the best of their knowledge, and agree to the above terms and conditions. Each custodial parent or guardian must execute this agreement.

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

**Printed Name** \_\_\_\_\_

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

**Printed Name** \_\_\_\_\_