

LIABILITY WAIVER AND CONSENT FORM

Diocese of Kansas City – St. Joseph, Missouri

Parish: _____

Instructions: A separate copy of this waiver must be completed by each Event Participant who is 18 years of age or older. Each Participant must submit a signed, *notarized* copy of this form, or he/she will not be permitted to attend the Event. **By signing this waiver, you freely and voluntarily agree that you may be giving up legal rights and remedies available to yourself and your family. Read and complete this waiver carefully. If you have questions, contact an attorney.**

Participant's Name: _____

Participant's Date of Birth: _____

Home Address: _____

Home Phone: _____

A) Emergency Contact Name and Telephone Numbers:

Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

B) Alternate Emergency Contact Name and Telephone Numbers:

Name: _____ Relationship: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Nature of the Event: I understand that the nature of this private event is: _____

Nature of Risks: I understand that voluntarily traveling to and attending an Event of this nature may involve certain risks beyond the reasonable control of the Diocese, the Parish, and their officers, directors, volunteers, agents, chaperones or representatives ("Diocese et al."), including but not limited to accidents, emergencies, exposure to reckless conduct of other persons, and/or negligence of security and medical personnel, and that the Diocese et al. disclaim any and all responsibility for any such risks. If during the course the Event there may be an opportunity to participate in recreational or other activities, I understand that I will do so at my own risk and subject to all terms and conditions set by any recreational or other provider.

Waiver of Liability/Hold Harmless: By signing this liability waiver, I agree and acknowledge that I may be giving up important legal rights and remedies available to myself, my family, my heirs, successors, and assigns.

For value received, I agree on behalf of myself, and my heirs, successors, and assigns ("Our Behalf") that I assume all risks and waive any liability of any nature whatsoever against and agree to hold harmless the Diocese et al. with respect to any and all actions, claims or demands that may be made or brought on Our Behalf against the Diocese et al. arising out of or in connection with my travel to or attendance at the Event, or any other activity I may engage in while traveling to/from and/or participating in the Event.

Further, for value received, for any injury to third parties that may arise because of my actions or omissions, I agree to hold harmless and defend the Diocese et al. with respect to any and all actions, claims, expenses, or demands arising therefrom that may be made or brought against the Diocese et al., including but not limited to reasonable attorneys' fees and expenses arising in connection therewith.

Foreign Travel (if applicable): I realize that travel outside the United States of America involves risk of personal injury, death, or property damage. I understand that certain risks are inherent in foreign travel and that I fully accept those risks which may include, but are not limited to, war, quarantine, civil unrest, disobedience or terrorism, public health risks, exposure to communicable diseases, criminal activity such as assault, kidnapping and theft, adverse weather conditions and natural disasters such as earthquakes, windstorms and floods, animal attack, insect and animal bites, ill effects of unfamiliar food and water, incidents related to ground, air or water transportation to include motor vehicle collisions and plane crashes, injuries or damage to property, and other physical, mental, and emotional injury. I fully assume personal responsibility for the consequences of the enumerated risks, including the risk of catastrophic injury or death, and all other potential hazards which may arise in connection with my travel abroad, which may result in injury, death, or damage to property.

I hereby assume full responsibility for learning of, assessing and minimizing all dangers of foreign travel. In signing this release, I have not relied on any statement or representation of _____ (parish), its employees, officers or agents, regarding the nature of any risk, chance or hazard to the safety of my person or property which may arise in connection with my participation in foreign travel. This waiver specifically includes but is not limited to a waiver of any and all claims in connection with the Event against _____ (parish), the Diocese, Bishop Robert Finn and his successors in Office, their officers and agents for negligent conduct which may result in personal injury, death or property damage.

I understand that I will be personally and solely responsible for providing any insurance which I deem necessary for my protection or the protection of my property. Participants in this Event must obtain adequate insurance before departing. This coverage should include medical evacuation, repatriation of remains and life insurance. If the Participant currently is covered under his/her family's insurance policy, he/she must make sure that the coverage is valid overseas for the duration of the travel. Students with an International Student Identity Card (see <http://www.isic.org/>) receive basic medical/accident insurance coverage for their travel outside the continental United States, for the period that the ID card is valid. Because such coverage may not be adequate to meet every contingency, the Participant should check to see what additional protection he/she might need.

Medical Permissions (Limited): As a condition of attending the Event, I grant permission in the case of an emergency or accident for emergency medical care to be administered to me. I understand that in certain countries or jurisdictions a person may claim Good Samaritan defenses for providing in good faith gratuitous emergency care at the scene of any emergency or accident. I further understand that it is not the responsibility of the Diocese, et al. to attempt to reach my emergency contacts and that I remain responsible for my own medical expenses.

Code of Behavior: As a participant in the Event, I understand and agree to conform to the Code of Conduct established by the parish or Event sponsor(s). I agree that if I fail to abide in any way by the Code, that I may be dismissed from the Event and sent home immediately at my own expense with no right of reimbursement or refund for any amount in connection therewith from the Diocese et al. Among other things, being found with any alcoholic beverages, drugs, or weapons is cause for automatic dismissal from the Event

Event Fee Nonrefundable: I agree that if I suffer an illness requiring dismissal from the Event, or there is accident or emergency requiring my dismissal from the Event, or I commit an infraction of the Code, or if the Event must be discontinued in case of accident or emergency, I must return home at my own expense, and I

assume the risk of any loss of any nonrefundable or additional costs associated with travel and fees for the Event, with no right of reimbursement or refund for any amount in connection therewith from the Diocese et al.

I fully understand the consequences of and sign this LIABILITY WAIVER AND CONSENT knowingly, freely, and willingly.

Signature _____ Date _____

NOTARY (REQUIRED)

County of _____; State of _____

On this ____ day of _____, 2009, before me personally appeared the adult named hereinabove, who is personally known to me or produced positive identification, and who executed the foregoing Liability Waiver and Consent Form, and acknowledged that he/she executed the same as his/her free act and deed.

Signature of Notary Public: _____

My commission expires: _____

[NOTARIAL SEAL]

Kansas City - St. Joseph Diocesan Medical Waiver

Diocese of KC - SJ ♦ 300 E 36th Street ♦ Kansas City, KS 64111
FAX: (816)-756-5221 ♦ Phone: (816)-756-1850 ext. 554

I. Participant Information. Circle one: Adult Youth Young Adult Assistant (under age 18)

Name of Participant: _____

Gender: _____ Date of Birth: _____ SSN: _____

Name of Parent/Guardian: _____

Home Telephone: _____ Mobile: _____ Work: _____

Other Contacts in case of illness or injury:

Name/Phone: _____

Name/Phone: _____

II. Participant Health Information

Are you in general good health and able to participate in normal activities? Yes No

If No, describe your limitations: _____

Identify any over-the-counter medications you will be bringing to the event: _____

All immunizations up to date? Yes No

Physician's Name/Telephone: _____

Participant's Health Insurance Provider: _____

Policy or Group#: _____

Primary Policyholder's Name: _____

Optional Information (provide to the extent you feel is appropriate):

Identify any prescription medications you are taking, and frequency of dosage: _____

Identify any special dietary restrictions: _____

Allergies, diseases, disorders, disabilities, surgeries or serious injuries: _____

III. Permission of Parent/Guardian (for Youth or Young Adult Assistant)

I/We, the parent(s)/guardian(s) of _____, request that he/she be allowed to participate in the Event described above, and hereby give my/our permission for such participation.

I/We give my/our permission to the sponsoring Diocese/Parish/School/Organization to take photographs, video or digital images of Participant during the Event for future promotional purposes.

IV. Consent for Disclosure to Individual Involved in the Care and Treatment of Participant

For the duration of the Event, I/We grant to the Diocese/Parish/School/Organization and its agents the following powers, to be used for the benefit of and on behalf of Participant (check all that apply):

_____ to receive any and all individually identifiable health information about the past, present and future medical condition of Participant, including, but not limited to, information necessary to the care and treatment of Participant and any illness or injury Participant may have sustained;

_____ to authorize medical care for Participant, including, but not limited to, any and all treatment, examination, diagnosis or outpatient medical care rendered under the general or special supervision of and on the advice of any physician or surgeon licensed to practice medicine by the applicable licensing body in the state in which physician or surgeon practices.

I/We understand that the Diocese/Parish/School/Organization will not be liable to me/us or any of my/our successors in interest for any action taken or not taken in good faith.

I/We consent to the logistics and conditions described above, including the method of transportation.

I/We understand that as parent(s) or legal guardian(s) I/we may be responsible for any liability which may result from the conduct of Participant at or during the Event.

I/We understand that there is a risk of injury involved in any Youth Ministry activity. I/We hereby release the Diocese of Kansas City-St. Joseph, and its officers, agents, employees and volunteers, from any liability arising from claims of any kind or nature whatsoever in connection with Participant's participation in the Event.

Signature of Participant

Date

Name of Parent/Guardian (for minors) (print)

Date

Signature of Parent/Guardian (for minors)

Date

Forms will be kept on file in the Office of Youth Ministry for a period of one year following the Event.