

**NFCYM/NCYC****GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT****YOUTH PARTICIPANT**

(Arch)Diocese of \_\_\_\_\_

Parish/School \_\_\_\_\_

**Instructions:** A separate copy of this Legal Agreement must be completed for *each* child traveling to the Conference. Each child must submit a signed copy of this Agreement *signed by both the child and a parent/guardian*, or the child will not be permitted to attend the National Catholic Youth Conference (the "Conference") sponsored by the National Federation for Catholic Youth Ministry, Inc. ("NFCYM"). Because it contains emergency contact information, it is advisable to keep a copy of this signed Agreement in the child's name badge at all times during the Conference. **By signing this Agreement, 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 Agreement carefully. If you have questions, contact an attorney. No changes can or will be made to this document.**

Child's Name: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Complete Home Address: \_\_\_\_\_

Home Ph: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

A) Parent/Guardian Emergency Contact Name and Telephone Numbers:

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

Cell Ph: \_\_\_\_\_ Work Ph: \_\_\_\_\_ Home Ph: \_\_\_\_\_

B) If "A" Unavailable, Alternate Emergency Contact Name and Telephone Numbers:

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

Cell Ph: \_\_\_\_\_ Work Ph: \_\_\_\_\_ Home Ph: \_\_\_\_\_

**Nature of the Conference Event:** I understand that the nature of this private Conference event sponsored by NFCYM and its member Roman Catholic Dioceses is: it will be held at the Indiana Convention Center and Lucas Oil Stadium ("Facilities"), in Indianapolis, Indiana, from November 16-18, 2017, some 23,000 youth and adults will attend over three days, and as a condition of using the Facilities, the Facilities require the Conference to retain security and medical personnel whose actions are beyond NFCYM's control. The Conference will be in session from noon-10:30 PM on day one and 7:30 AM-10:30 PM on days two and three, excluding breaks for meals and/or recreational activities.

**Nature of Risks:** I understand that voluntarily traveling to and attending a Conference of this nature may involve certain risks beyond the reasonable control of NFCYM, its officers, directors, volunteers, and agents in connection with the Conference ("NFCYM et al.") and the Diocese and all parishes within it, and their respective officers, directors, volunteers and agents, and chaperons or representatives associated with the Conference ("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 NFCYM et al. and the Diocese et al. disclaim any and all responsibility for any such risks. I understand that my child will sometimes be at the Facilities, and at other times may be at other places such as hotels or on tourist excursions in or about Indianapolis. If during any break in the Conference there may be an opportunity to participate in recreational or other activities away from the Facilities, participants do so at their own risk and subject to all terms and conditions set by any recreational or other provider.

**General Release & Waiver of Liability/Covenant Not to Sue & Hold Harmless:** By signing this Agreement, 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. This is a "General Release" which means that I am giving up and releasing important legal rights described below, and it is to be construed in the broadest possible manner.

For value received, I agree on behalf of myself, my child's other parent if known or living, my child named herein, and our 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 NFCYM et al. and the Diocese et al. with respect to any and all actions, claims or demands that may be made or brought on Our Behalf against NFCYM et al. and/or the Diocese et al. arising out of or in connection with my child's travel to or attendance at the Conference, or any other activity my child may engage in while in the Indianapolis area. In addition, and not by way of limitation, I further agree to abide by any terms and conditions imposed by name badges or credentials, e.g., permission to photograph.

A "Covenant Not to Sue" is a legal term that means a person promises not to file a lawsuit. It is different from the General Release of claims above. Besides waiving and releasing the claims covered above, I covenant on Our Behalf not to sue and promise never to file or prosecute any legal claim of any kind against NFCYM et al. and the Diocese et al. in any federal, state or municipal court, asserting any claims that are released by this Agreement. I am also waiving on Our Behalf any right to monetary recovery.

**OVER--THIS FORM CONTINUES ON THE NEXT PAGE.**

**NFCYM/NCYC GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT (YOUTH) - continued**

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

**Medical Permissions (Limited):** As a condition attending the Conference at the Facilities, on Our Behalf, I grant permission in the event of an emergency or accident for emergency medical care to be administered to my child within the Facilities and/or during or after transportation to a hospital or doctor for emergency medical care. I understand that in Indiana 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 NFCYM et al. to attempt to reach my child's emergency contacts and that I remain responsible for my child's medical expenses. In the event it comes to the attention of the medical personnel or the Diocese et al. that my child complains of illness, I grant permission for non-prescription medication (such as aspirin, throat lozenges, cough syrup) to be given to my child by medical personnel or the Diocese et al.

**NFCYM Conference Code of Behavior for Children: Parent/Guardian:** I agree to instruct my child to abide by all rules and regulations as outlined in the NFCYM Youth Participant Code of Conduct (the "Code") ([www.nfcym.org/youthprotection/index.htm](http://www.nfcym.org/youthprotection/index.htm)). I understand that if I have not heretofore seen the Code, it is my duty to seek a copy of the Code and to have reviewed it and explained it to my child prior to signing this Agreement. I agree that if my child fails to abide in any way by the Code, that my child can be dismissed from the Conference and sent home immediately at my expense for the immediate transportation home with no right of reimbursement or refund for any amount in connection therewith from NFCYM et al.

Initials of Parent/Guardian \_\_\_\_\_

**Youth:** As a participant in the Conference, I understand and agree to conform to the NFCYM Youth Participant Code of Conduct ([www.nfcym.org/youthprotection/index.htm](http://www.nfcym.org/youthprotection/index.htm)). I also understand and agree that my parent/guardian will be notified at the time of any infractions requiring my dismissal from the Conference and that I will be sent home at my parent's/guardian's expense. Among other things, being found with any alcoholic beverages, drugs, or weapons is cause for automatic dismissal from the Conference.

Initials of Youth \_\_\_\_\_

**Conference Fee Nonrefundable:** I agree that if my child suffers an illness requiring dismissal from the Conference, there is accident or emergency requiring dismissal of my child from the Conference, my child commits an infraction of the Code, or if the Conference must be discontinued in event of accident or emergency, my child must return home at my expense, and I assume the risk of any loss of any nonrefundable or additional costs associated with travel and fees for the Conference, with no right of reimbursement or refund for any amount in connection with therewith from NFCYM et al. or the Diocese et al.

**Insurance:** Please visit the *Allianz Global Assistance* website ([www.allianztravelinsurance.com](http://www.allianztravelinsurance.com)) or call them directly (866-884-3556) for a description of the travel insurance benefits and assistance services offered. Please indicate below:

\_\_\_\_\_ **YES**, I have purchased a travel insurance package from *Allianz Global Assistance* and have paid the fee for this directly to *Allianz Global Assistance* in order to manage any risks I may experience by attending the Conference.

\_\_\_\_\_ **NO**, I declined to purchase a travel insurance package, but acknowledge that I was offered and declined this risk management opportunity.

I fully understand the consequences of and sign this **GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT** knowingly, freely, and willingly. **I understand that this form must be printed and initialed and signed by hand. A typed name does not constitute a signature.**

Signature of Parent or Guardian \_\_\_\_\_ Date \_\_\_\_\_

Signature of Youth \_\_\_\_\_ Date \_\_\_\_\_

**NOTARY (Optional – Mandatory only if required by diocesan policy)**

City/County of \_\_\_\_\_; State of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me personally appeared the adult named hereinabove, who is personally known to me or produced positive identification, and who executed the foregoing GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT, and acknowledged that he/she executed the same as his/her free act and deed.

Signature of Notary Public: \_\_\_\_\_

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_