Parental/Guardian Consent Form and Liability Waiver

Description of Activity or Event	
Event: National Catholic Youth Conference (NCYC)	
Date: November 20-24, 2019	
Location: Indianapolis, Indiana, including Indianapolis Convention Center, Lucas Oil Stadium, and	
Indianapolis Marriott North	
Individuals in Charge:	
From the Parish:	
From the Archdiocese: Christopher Rivera, Office of Youth Ministry	
Mode of Transportation:	
To/From Parish to St. Joseph Seminary, Yonkers:	
To/From St. Joseph Seminary to NCYC: Charter Bus through Coach USA	
Estimated Time of Departure/Arrival:	
Departure from Parish:	
Departure from St. Joseph Seminary: November 20, 2019 at 8:00pm	
Return to St. Joseph Seminary: November 24, 2019 approximately 1:00pm	
Return to Parish:	
Participant Information	
Participant's name:	
Birth date: Age: Sex:	
Parent/Guardian's name(s):	
Home address: Home	
Phone: () Work Phone: ()	
Mobile Phone(s): () ()	
Permission to Participate	
I, grant permission for my child, to participate i	n
Parent or guardian's name Child's name	••
in this event that requires transportation to a location away from the parish site. This activity will take place	
under the guidance and direction of the Archdiocese of New York and parish employees and/or volunteers fro	om
Name of parish	
Hold Harmless Agreement	
As parent and/or legal guardian, I remain legally responsible for any personal actions taken by the above nam	ed
minor ("participant").	
I agree on behalf of myself, my child named herein, or our heirs, successors, and assigns, to hold harmless and	d
defend, its officers, directors, employees and agents, and the	
Name of Parish	
Archdiocese of New York, its employees and agents, chaperons, or representatives associated with the event	
from any claim arising from or in connection with my child attending the event or in connection with any illne	
or injury (including death) or cost of medical treatment in connection therewith, and I agree to compensate the	
parish, its officers, directors and agents, and the Archdiocese of New York its employees and agents and	
chaperons, or representative associated with the event for reasonable attorney's fees and expenses which ma	av
incur in any action brought against them as a result of such injury or damage, unless such claim arises from th	
negligence of the parish/diocese.	
Signature: Date:	

Medical Consent and Permission to Treat

I hereby warrant that to the best of my knowledge, my child is in good health, and I assume all responsibility for the health of my child.

Of the following statements pertaining to medical matters, sign only those that are applicable.

Insurance Information:	
Family Health Plan Carrier:	Policy Number:
	an emergency, I hereby give permission to transport my child to
	atment. I wish to be advised prior to any further treatment by
the hospital or doctor.	Deter
Signature of Parent/Guardian:	Date:
In the event of an emergency, if you are unable	to reach me at the above numbers, contact:
	Relationship:
Phone: ()	
My son/daughter is under the care of a medical	providerYesNo
Provider Name:	Phone Number: ()
such medications will be well-labeled. Names of	resent. My child will bring all such medications necessary, and medications and concise directions for seeing that the child equency of dosage, are as follows:
Signature:	
No medication of any type, whether prescription	n or non-prescription, may be administered to my child unless
the situation is life-threatening and emergency	
Signature:	
I hereby grant permission for non-prescription n ibuprofen, throat lozenges, cough syrup) to be g Signature:	
Specific Medical Information: The parish will tall held in confidence.	ke reasonable care to see that the following information will be
Allergic reactions (medications, foods, plants, in	sects, etc.):
Immunizations: Date of last tetanus/diphtheria i	mmunization:
Any physical limitations?	
	nal reactions to new situations, sleepwalking, bedwetting,
Has child recently been exposed to contagious d	lisease or conditions, such as mumps, measles, chicken pox, etc.
	onditions of my child:

NFCYM/NCYC LEGAL AGREEMENT

YOUTH PARTICIPANT

GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT

Parish/Sci	hool	
Instructions: No minor will be permitted to attend National Catholic Youth for Catholic Youth Ministry, Inc. ("NFCYM") until s/he and her/his parent/glegal Agreement, you freely and voluntarily agree you are giving up legal family. Read and complete this Legal Agreement carefully. If you have quade to this document. Because it contains emergency contact informations of the contact information of	n Conference ("NCY guardian execute th al rights and remeduestions, contact a on, IT IS ADVISABLE	(C") sponsored by National Federation nis Legal Agreement. By signing this dies available to yourself and your nattorney. No changes can or will be
Child's Name:		
Parent/Guardian's Name:		
Complete Home Address:		
Home Telephone:		
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 N	Numbers:	
Name:	Relationship:	
Cell Ph:Work Ph:		
Nature of NCYC Event: Lunderstand the nature of this private NCYC eve		

(Arch)Diocese of

Nature of NCYC Event: I understand the nature of this private NCYC 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"), Indianapolis, Indiana, from November 21-23, 2019, some 23,000 youth and adults will attend over three days, and as a condition of using Facilities require NFCYM to retain security and medical personnel whose actions are beyond NFCYM's control. NCYC will be in session from 12 PM-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: a) voluntarily traveling to and attending an event of this nature may involve certain risks beyond the reasonable control of NFCYM, its officers, directors, volunteers, and agents in connection with NCYC ("NFCYM et al.") and Diocese and all parishes within it, and their respective officers, directors, volunteers, agents, and chaperones, or representatives associated with NCYC ("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 b) NFCYM et al. and Diocese et al. disclaim any and all responsibility for any such risks. I understand my child will sometimes be at Facilities and at other times at other places such as hotels, restaurants, or on excursions in or about Indianapolis. During any break in NCYC, there will be opportunities to participate in recreational or other activities away from Facilities. Whether at Facilities or away, my child participates at our own risk and subject to all terms and conditions of this Legal Agreement, and/or 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 I am giving up important legal rights and remedies available to myself, my child's other parent if known or living, my child named herein, and our heirs, successors, and assigns. This is a **"General Release"** which means we are 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") I assume all risks and generally release 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 NCYC, 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 and record.

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 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.

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 indemnify and defend NFCYM et al. and 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.

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

Any disputes under this Legal Agreement will be governed by Indiana law without regard to conflicts, and the venue will be in Indianapolis, Indiana. I agree on Our Behalf to resolve by mediation prior to filing any court action.

Medical Permissions (Limited): As a condition attending NCYC at 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 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 a) it is not the responsibility of NFCYM et al. or Diocese et al. to attempt to reach my child's emergency contacts, and b) 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 Code of Behavior for Children: *Parent/Guardian:* I agree to instruct my child to abide by all rules and regulations as outlined by NFCYM, particularly the *Youth Participant Code of Conduct* ("Code") (nfcym.org/youthprotection) and *Behavior Guidelines for the NCYC* ("Guidelines") (nfcym.org/ncycbehavior). I understand it is my legal duty to review and explain Code and Guidelines to my child prior to signing this Agreement. I agree that if my child fails in any way to abide by Code or Guidelines, my child can be dismissed from NCYC and sent home immediately with no right of reimbursement or refund for any amount in connection therewith from NFCYM et al. or Diocese et al.

nitials of Parer	nt/Guardian
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Youth: As a participant in NCYC, I agree to conform to the *NFCYM Youth Participant Code of Conduct* (nfcym.org/youthprotection) and *Behavior Guidelines for the NCYC* (nfcym.org/ncycbehavior). I also understand and agree that my parent/guardian will be notified of any infractions requiring my dismissal from NCYC, and 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 NCYC.

Initials of Youth

NCYC Fee Nonrefundable: I agree that if my child suffers an illness requiring dismissal from NCYC, there is accident or emergency requiring dismissal of my child from NCYC, my child commits an infraction of Code, or if NCYC 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 NCYC, with no right of reimbursement or refund for any amount in connection with therewith from NFCYM et al. or the Diocese et al.

Insurance: NFCYM urges you to purchase travel or other insurance to cover the risks you have assumed under this Legal Agreement. Please indicate below:

- **YES**, I have purchased a travel or other insurance package to manage any risks I may experience by attending NCYC.
- □ NO, I knowingly declined to purchase an insurance package and acknowledge that I declined this risk management opportunity.

I fully understand the consequences of and sign this LEGAL AGREEMENT - GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITYWAIVER, AND PERMISSION AGREEMENT knowingly, freely, and willingly. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. I understand this Legal Agreement must be printed then signed by hand. Failure to notarize does not diminish legal validity of this Legal Agreement. A typed name does not constitute a signature.

Signature of Parent or Guardian ______ Date _______ Date ______

NOTARY (Mandatory only if Required by Diocesan Policy) City/County of ________; State of _______ On this ______ day of ________, 2019, before me personally appeared the adult named hereinabove, who is personally known to me or produced positive identification, and who executed the foregoing LEGAL AGREEMENT – GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT, and acknowledged that s/he executed the same as her/his free act and deed. Signature of Notary Public: ________

ADULT LIABILITY WAIVER

Each adult participant, including group leaders and chaperons, must sign this form.

RELEASE OF LIABILITY/MEDICAL RELEASE

I,	, agree on behalf of myself, my heirs, assigns,
Full Name	
executors, and personal representatives,	to hold harmless and defend
	, its officers, directors, employees and agents, and
the event, from any claim arising from of with any illness or injury (including de- agree to compensate the parish, its office employees and agents and chaperone	ployees and agents, chaperones, or representatives associated with or in connection with my child attending the event or in connection eath) or cost of medical treatment in connection therewith, and I cers, directors and agents, and the Archdiocese of New York its es, or representative associated with the event for reasonable incur in any action brought against them as a result of such injury in the negligence of the parish/diocese.
I know and will uphold the Safe Enviror	nment policies and practices of the Archdiocese of New York.
	ical treatment and I am not able to communicate my desires to ersonnel, I give permission for the necessary emergency treatment errors of the following:
Allergies:	
(Optional) Medical Conditions:	
(Optional) Medications:	
In case of an emergency and for permiss	ion for treatment beyond emergency procedures, please contact:
Name:	
Relationship to me:	
	Night time phone:
Health Insurance Carrier:	7 7 7 1
Insurance ID Number:	Insurance Policy Number:
Signature	Date
Print name	

Archdiocese of New York lasted edited: 30-Aug-19

NFCYM/NCYC LEGAL AGREEMENT

ADULT PARTICIPANT

GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT

(Arch)Diocese of	
Parish/School	

Instructions: No adult will be permitted to attend National Catholic Youth Conference ("NCYC") sponsored by National Federation for Catholic Youth Ministry, Inc. ("NFCYM") until s/he executes this Legal Agreement. By signing this Legal Agreement, you freely and voluntarily agree you are giving up legal rights and remedies available to yourself and your family. Read and complete this Legal Agreement carefully. If you have questions, contact an attorney. No changes can or will be made to this document. Because it contains emergency contact information, IT IS ADVISABLE TO KEEP A COPY OF THIS SIGNED LEGAL AGREEMENT IN YOUR NAME BADGE AT ALL TIMES DURING NCYC.

Name:				
Complete Home Address:				
Home Telephone:		Date of Birth:		
	e and Telephone Numbers:			
Name:		Relationship:		
	Work Ph:		Home Ph:	
B) If "A" Unavailable, Alterr	ate Emergency Contact Name a	nd Telephone Numbe	rs:	
Name:		Relationship:		
Cell Ph·	Work Ph		Home Ph	

Nature of NCYC Event: I understand the nature of this private NCYC 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"), Indianapolis, Indiana, from November 21-23, 2019, some 23,000 youth and adults will attend over three days, and as a condition of using Facilities, Facilities require NFCYM to retain security and medical personnel whose actions are beyond NFCYM's control. NCYC 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: a) voluntarily traveling to and attending an event of this nature may involve certain risks beyond the reasonable control of NFCYM, its officers, directors, volunteers, and agents in connection with NCYC ("NFCYM et al.") and Diocese and all parishes within it, and their respective officers, directors, volunteers, and agents, or representatives associated with NCYC ("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 b) NFCYM et al. and Diocese et al. disclaim any and all responsibility for any such risks. I understand I will sometimes be at Facilities and at other times at other places such as hotels, restaurants, or on excursions in or about Indianapolis. During any break in NCYC, there will be opportunities to participate in recreational or other activities away from Facilities. Whether at Facilities or away, I participate at my own risk and subject to all terms and conditions of this Legal Agreement, and/or 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 I am giving up important legal rights and remedies available to myself, my family, my heirs, successors, and assigns. This is a **"General Release"** which means 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 heirs, successors, and assigns ("Our Behalf") I assume all risks and generally release 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 travel to or attendance at NCYC, or any other activity I 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 and record.

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 Diocese et al. in any federal, state,

NFCYM/NCYC LEGAL AGREEMENT

ADULT PARTICIPANT

GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT-CONTINUED

or municipal court, asserting any claims that are released by this Agreement. I am also waiving on Our Behalf any right to monetary recovery.

Further, for value received, for any injury to third parties that may arise because of my own actions or omissions, I agree on Our Behalf to hold harmless and indemnify and defend NFCYM et al. and 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 Diocese et al., including but not limited to reasonable attorneys' fees and expenses arising in connection therewith.

Any disputes under this Legal Agreement will be governed by Indiana law without regard to conflicts, and the venue will be in Indianapolis, Indiana. I agree to resolve by mediation prior to filing any court action.

Medical Permissions (Limited): As a condition of attending NCYC at Facilities, in the event of an emergency or accident rendering me unconscious, I grant permission for emergency medical care to be administered to me within Facilities and/or during or after transportation to a hospital or doctor for emergency medical care. I understand 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 a) it is not the responsibility of NFCYM et al. or Diocese et al. to attempt to reach my emergency contacts, and b) I remain responsible for my own medical expenses.

NFCYM Code and Guidelines for Adult Participants: At all times my actions as a chaperone shall remain subject to the supervision and control of my Diocese. I agree to abide by the *NFCYM Adult Participant Code of Conduct* ("Code")(nfcym.org/youthprotection) and *Behavior Guidelines for the NCYC* ("Guidelines")(nfcym.org/ncycbehavior). I understand it is my legal duty to review Code and Guidelines prior to signing this Legal Agreement, and if I fail to abide in any way by Code or Guidelines, I may be dismissed from NCYC with no right of reimbursement or refund for any amount in connection therewith from NFCYM et al. or Diocese et al.

NCYC Fee Nonrefundable: I agree if I suffer an illness requiring dismissal from NCYC, there is accident or emergency requiring dismissal of myself from NCYC, if I violate Code, or if NCYC must be discontinued in event of accident or emergency, I 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 NCYC, with no right of reimbursement or refund for any amount in connection with therewith from NFCYM et al. or the Diocese et al.

Insurance: NFCYM urges you to purchase travel or other insurance to cover the risks you have assumed under this Legal Agreement. Please indicate below:

ш	YES, I have purchased a travel or other insurance package to manage any risks I may experience by attending
	NCYC.
	NO, I knowingly decline to purchase an insurance package and acknowledge that I declined this risk management
	opportunity.

I fully understand the consequences of and sign this LEGAL AGREEMENT - GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT knowingly, freely, and willingly. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. I understand this Legal Agreement must be printed then signed by hand. Failure to notarize does not diminish legal validity of this Legal Agreement. A typed name does not constitute a signature.

Signature of Adult Participant______ Date_____

NOTARY (Mandatory only if Required by Diocesan Policy)		
City/County of	_; State of	
On this day of, 2019, before me personally appeared the adult named hereinabove is personally known to me or produced positive identification, and who executed the foregoing LEGAL AGREEMENT—GEN RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT and acknowledged that he/she execute same as his/her free act and deed.		
	Signature of Notary Public:	
[NOTARIAL SEAL]	My commission expires:	

This section for DELEGATION USE ONLY		
	Diocesan Safe	
	Environment Training	
	Complete	
	Diocesan Third-Party	
	Background Check	
	Complete	
	Other	