



DIOCESE OF CHARLOTTE
OFFICE OF RISK MANAGEMENT

ADULT HOLD HARMLESS / INDEMNITY AGREEMENT
(Return Completed Form to Parish/School/Agency)

NAME: _____

ACTIVITY: _____

DATE AND LOCATION: _____

PARISH/SCHOOL/AGENCY: _____

THE UNDERSIGNED, DESIRES TO VOLUNTARILY PARTICIPATE IN THE ACTIVITY DESCRIBED ABOVE, AND AS A CONDITION OF BEING ALLOWED TO DO SO, THEY, ON BEHALF OF THEMSELVES, THEIR HEIRS, SUCCESSORS, AND ASSIGNS, AFFIRMATIVELY STATES AND AGREES AS FOLLOWS:

I hereby waive, release and agree to indemnify, hold harmless and defend the Roman Catholic Diocese of Charlotte, included but not limited to any and all associated institutions and/or entities, included but not limited to the Parish/School/Agency indicated above, its/their officers, directors, employees, volunteers, coaches, representatives, participating individuals and agents (collectively referred to as the "Diocese") from any and all claims arising from or in any way connected with the activity referred to herein, or in connection with any illness or injury (including death) and/or cost of medical treatment in connection therewith, without limitation. The above shall include reasonable attorney's fees and expenses incurred by the Diocese in any action brought against them as a result of any such claim(s), without limitation.

I hereby warrant and represent that I am physically fit and capable of taking part in such activity. I make this warranty and representation on the basis of advice given me by a duly licensed medical doctor within the last six months, and I know of no change in my medical condition since receiving such advice that would affect the opinion of said medical doctor.

In the event said activity requires the operation or use of any mechanical/motorized equipment and/or vehicle of any kind, I hereby state that I have the sufficient knowledge, licensure, certification, expertise and training to operate said mechanical/motorized equipment and/or vehicle and that I have sufficient automobile liability insurance to fully and completely cover any damage, injury or loss that might arise from my use of said mechanical/motorized equipment and/or vehicle. Furthermore said insurance policy is primary as to any other insurance coverage that may be applicable, unless doing so does not effectuate to the benefit of the Diocese. I consent to the method of transportation and the conditions of said activity. I agree to abide by the rules and regulations governing the above described activity and to obey any instructions given by the person or persons having supervision and control over the activity.

I, and on behalf of my family, heirs, and assigns, hereby grant to the Diocese, permission to record on photography film and/or video, whether digital or otherwise, pictures, images and/or reproductions of myself, my child(ren)'s participation and/or any other individual(s) in my household, participation in this activity. I agree that any or all of the material photographed may be used, in any form, as part of any future publications, brochure, social media, internet or other printed materials that the Diocese deems to be an appropriate use, and further that such use shall be without payment of fees, royalties, special credit or other compensation. I agree to indemnify and hold harmless the Diocese, its agents, representatives and assigns from any and all claims regarding the use of said material. Furthermore, I hereby waive any and all claims that I may have, or hereafter acquire, regarding the use of said material by the Diocese, its agents, representatives and assigns.

In the event that I should require medical treatment and I am not able to communicate my desires to attending physicians or other medical personnel, I give permission for the necessary emergency treatment to be administered. I hereby state that I have medical insurance with sufficient coverage to fully and completely cover any and all injury that I may incur as a result of engaging in said activity. Furthermore said insurance policy is primary as to any other insurance coverage that may be applicable.

I warrant and represent that I am eighteen years of age, or over, and upon request will produce satisfactory proof of such fact.

In the event that I am an employee of the Diocese, I hereby state that my participation in this activity will be conducted on my own time and not on my time as an employee of the Diocese. Further, this participation on my part is for my own personal benefit, is voluntary on my part, and is not as a result of any suggestion or direction of said employer or anyone acting on its behalf. I am fully aware that injury may incur as a result of such participation will not be considered as a work-related injury, or one arising out of in in the course and scope of my employment.

This Adult Hold Harmless/Indemnity Agreement shall be in effect for my participation in this activity, continuing from year to year, and shall not expire unless revoked by me in writing. Said revocation shall not affect any past injuries and/or recovery therefrom.

Name: _____ Signature: _____ Date: _____

(Print)