

# NFCYM/NCYC LIABILITY WAIVER AND PERMISSION FORM

FORM 13  
YOUTH PARTICIPANT

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

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

**Instructions:** A separate copy of this waiver must be completed for *each* child traveling to the Conference. Each child must submit a signed, *notarized* copy of this form *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 waiver in the child's name badge at all times during the Conference. **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.**

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

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

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

Home Ph: \_\_\_\_\_

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

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

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

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

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

Home Ph: \_\_\_\_\_ Work Ph: \_\_\_\_\_ Cell 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 Kansas City Convention Center and Sprint Center ("Facilities"), in Kansas City, MO from November 19 to 21, 2009, some 25,000 youth and adults will attend over three days, and as a condition of using the Facilities, the Facilities require the Conference to retain outside security and medical personnel whose actions may be beyond NFCYM's control. The Conference will be in session from noon-10:30 P.M. on day one, 7:30 A.M.-10:30 P.M. on day two, and 7:30 A.M.-11:30 P.M. on day three, excluding breaks for 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 Kansas City. 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.

**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, 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 Kansas City 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.

Further, for value received, for any injury to third parties that may arise because of my child's actions or omissions, I agree 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.

OVER--THIS FORM CONTINUES ON THE NEXT PAGE.

**NFCYM/NCYC LIABILITY WAIVER AND PERMISSION FORM (YOUTH) - continued**

**Medical Permissions (Limited):** As a condition attending the Conference at the Facilities, 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 Missouri 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 waiver. 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 Access America website ([www.accessamerica.com](http://www.accessamerica.com)) or call them directly (800-284-8300) for a description of the travel insurance benefits and assistance services offered. Please indicate below:

\_\_\_\_\_ **YES**, I have purchased a travel insurance package from Access America and have paid the fee for this directly to Access America 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 LIABILITY WAIVER AND PERMISSION knowingly, freely, and willingly.

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

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

**NOTARY (REQUIRED)**

City/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 Permission 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]