NFCYM/NCYC LIABILITY WAIVER AND PERMISSION FORM

FORM 14

ADULT PARTICIPANT

(Arch)Diocese of _____

Parish/School _____

Instructions: A separate copy of this waiver must be completed for each adult traveling to the Conference. Each adult must submit a signed, *notarized* copy of this form, or the adult will not be permitted to attend 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 your 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.**

Name:_____

Complete Home Address:_____

Home Telephone: _____ Date of Birth:_____

A) 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 Indiana Convention Center and Lucas Oil Stadium ("Facilities"), in Indianapolis, Indiana, from November 17 to 19, 2011, 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 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 chaperones, 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 I 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.

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 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 travel to or attendance at the Conference, 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.

Further, for value received, for any injury to third parties that may arise because of my own 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 (ADULT PARTICIPANT) - continued

Medical Permissions (Limited): As a condition of attending the Conference at the Facilities, I grant permission in the event of an emergency or accident rendering me unconscious for emergency medical care to be administered to me 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 NFCYM et al. responsibility to attempt to reach my emergency contacts and that I remain responsible for my own medical expenses.

NFCYM Guidelines for Diocesan Adult Chaperones: While I agree that at all times my actions as a chaperone will be subject to the supervision and control of my Diocese, I also agree to abide by all rules and regulations as outlined in the NFCYM Adult Participant Code of Conduct ("Code") (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 prior to signing this waiver. I agree that if I fail to abide in any way by the Code, that I may be dismissed from the Conference with no right of reimbursement or refund for any amount in connection therewith from NFCYM et al.

Conference Fee Nonrefundable: I agree that if I suffer an illness requiring dismissal from the Conference, there is accident or emergency requiring dismissal of myself from the Conference, if I violate the Code, or if the Conference 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 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) 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 an 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 Adult Participant_____ Date_____

NOTARY (REQUIRED)

City/County of _____; State of _____

On this _____ day of _____, 2011, 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]

For Diocesan Use ONLY

- ☐ Diocesan Youth Protection Training Complete
- ☐ Background Check Complete
- ☐ Other _____ _____