

NFCYM/NCYC LEGAL AGREEMENT

YOUTH PARTICIPANT

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

(Arch)Diocese of Birmingham, Alabama

Parish/School _____

Instructions: No minor will be permitted to attend National Catholic Youth Conference ("NCYC") sponsored by National Federation for Catholic Youth Ministry, Inc. ("NFCYM") until s/he and her/his parent/guardian execute 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 FOR THE MINOR TO KEEP A COPY OF THIS SIGNED LEGAL AGREEMENT IN HIS/HER NAME BADGE AT ALL TIMES DURING NCYC.**

Child's Name: _____

Parent/Guardian's Name: _____

Complete Home Address: _____

Home Telephone: _____ 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 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 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.

OVER--THIS FORM CONTINUES ON THE NEXT PAGE.

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.

Initials of Parent/Guardian _____

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 _____

Signature of Youth _____ 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: _____

[NOTARIAL SEAL]

My commission expires: _____