



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

**YOUTH PARTICIPANT**

PARISH/SCHOOL/CITY \_\_\_\_\_

**Instructions:** A separate copy of this Legal Agreement must be completed for each teen traveling to the Retreat. Each teen must return a copy of the Agreement signed by the teen and a parent/guardian to their group leader/youth minister, or the teen will not be permitted to attend Outpouring, on January 30, 2021 at Bethany House in Dewitt, Michigan, sponsored by the Diocese of Lansing. Because it contains emergency contact information, it is advisable that a youth minister or chaperone keep a copy of this signed Agreement in the child's possession at all times during Outpouring. **By signing this Agreement, 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 Agreement carefully. If you have questions, contact an attorney. No changes can or will be made to this document.**

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

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

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

Home Ph: \_\_\_\_\_ 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 the Risks:** I understand that voluntarily traveling to and attending Outpouring may involve certain risks beyond the reasonable control of the Diocese of Lansing, its parishes within, its officers, directors, volunteers, and agents, and chaperones or representatives associated with Outpouring ("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 Outpouring et al. and the Diocese of Lansing 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 Lansing. If during any break in Outpouring 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.

**GENERAL RELEASE, COVENANT NOT TO SUE, LIABILITY WAIVER, AND PERMISSION AGREEMENT (YOUTH PARTICIPANT) - continued**

**General Release & Waiver of Liability/Covenant not to Sue & Hold Harmless:** By signing this Agreement, 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. This is a **“General Release”** which means that 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 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 Outpouring et al. and the Diocese of Lansing et al. with respect to any and all actions, claims or demands that may be made or brought on Our Behalf against Outpouring et al. and/or Diocese of Lansing et al. arising out of or in connection with my child’s travel to or attendance at Outpouring, or any other activity my child may engage in while in the Lansing 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.

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 Outpouring et al. and the Diocese of Lansing 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 defend Outpouring et al. and the Diocese of Lansing et al. with respect to any and all actions, claims, expenses, or demands arising therefrom that may be made or brought against Outpouring et al. and/or the Diocese of Lansing et al., including but not limited to reasonable attorneys’ fees and expenses arising in connection therewith.

**Medical permissions (Limited):** As a condition of attending Outpouring 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 the Facilities and/or during or after transportation to a hospital or doctor for emergency medical care. I understand that in Michigan a person may claim Good Samaritan defenses for providing in good faith gratuitous care at the scene of any emergency or accident. I further understand that it is not the responsibility of Outpouring 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 of Lansing 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 of Lansing et al.

**Outpouring code of behavior for participants: Parent/Guardian:** I agree to instruct my child to abide by all rules and regulations as outlined in the Outpouring Youth Participation Code of Conduct (the “Code”). 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 Agreement I agree that if my child fails to abide in any way by the Code, that my child can be dismissed from Outpouring 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 Who Outpouring et al.

**Initials of Parent/Guardian** \_\_\_\_\_

**Youth:** As a participant, I understand and agree to conform to the Outpouring Youth Participant Code of Conduct. I also understand and agree that my parent/guardian will be notified at the time of any infractions requiring my dismissal from Outpouring 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 Outpouring.

**Initials of Youth** \_\_\_\_\_

**Signature of Parent or Guardian** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature of Youth** \_\_\_\_\_

**Date** \_\_\_\_\_