

## **Permission Form and Participation Agreement**

## Please read carefully before signing:

I and/or my son or daughter or ward named below (collectively and each a "Participant") would like to join the group from the parish or school identified below ("Parish") during its participation in the Special Religious Development ("SPRED") program, including but not limited to offsite events as further described below (the "Event"). This Permission Form and Participation Agreement ("Agreement") sets forth the terms and conditions for being allowed to join the Parish group during its participation at the Event. In consideration of being allowed to join the Parish group during its participation at the Event, as well as the goodwill received therefrom, each Participant hereby acknowledges and agrees that:

- 1. Participant is not an employee of the Archdiocesan Parties (as defined below), or if Participant is an employee, participation in the Event is not within the scope of Participant's employment and Participant hereby agrees that Participant is attending the Event on a volunteer basis without the expectation of renumeration.
- 2. Unless advised otherwise in writing by the Parish, Participant is responsible for all of Participant's own costs for the Event whether or not travel arrangements are arranged by the Archdiocesan Parties.
- 3. The Parish cannot prevent Participant from becoming exposed to, contracting, or spreading COVID-19 while participating in or attending the Event and Participant assumes all such risk.
- 4. While at the Event, Participant may be perceived as representing the Archdiocesan Parties and will therefore follow all policies and procedures of the Archdiocesan Parties and exhibit conduct which is reasonable and respectful.
- 5. Participant has been examined by a doctor prior to the Event and has no health-related reasons or problems, which could in any way preclude or restrict Participant's participation in or attendance at the Event, or you have notified the Parish of such health issue and the Parish has approved participation in writing prior to the Event.
- 6. Participant has adequate health insurance to cover all medical issues that might arise during the Event and agrees to carry evidence of that insurance and government-issued identification cards at all times during the Event and to provide the below information.
- 7. Participant recognizes that the Archdiocesan Parties are not responsible to have medical personnel available during the Event or any associated activities, but Participant hereby agrees that personnel of the Archdiocesan Parties may authorize or perform emergency medical treatment if they believe that it is necessary for Participant's health, safety and well-being. In the event of an injury or illness which requires immediate examination or treatment in the opinion of Archdiocesan Parties, Participant hereby authorizes the Archdiocesan Parties to have Participant transported by car or ambulance to the nearest hospital at Participant's sole risk, cost and expense and Participant agrees that necessary emergency treatment may be given by any hospital personnel on call. If this occurs, Participant hereby agrees that the efforts of the Archdiocesan Parties to contact Participant's family as soon as practical after the injury or illness occurs shall be satisfactory, whether before or after treatment. Participant hereby understands and agrees that the Archdiocesan Parties assume no financial responsibility for ambulance conveyance or medical expenses incurred by Participant during, or resulting from, the Event and that the Archdiocesan Parties do not carry medical expense insurance for the benefit of Participant.
- 8. Participant agrees to obey all local, county, state and federal laws, rules, regulations and guidance including, but not limited to, the COVID-19 mitigation measures recommended by the state or local health departments and in effect at the time of the Event while at this Event and will also comply with the rules and regulations stipulated to Participant by the operators of the Event and/or personnel of the Archdiocesan Parties in relation to the Event. In the event Participant violates the terms of this Agreement, Participant acknowledges that he/she may be required to discontinue participation or attendance at the Event and obtain their own transportation home from the Event.
- 9. At certain Parish facilities, the Participant may be observed in rooms for ministry, educational and medical purposes by the Archdiocesan Parties or by third parties unrelated to the Archdiocesan Parties from behind a semi-transparent mirror and you hereby consent to such observation.
- 10. If applicable for an Event away from the Parish facilities, Participant acknowledges and agrees that the Archdiocesan Parties are not the operators of the Event and that that all planning, payment processing, COVID-19 mitigation measures, lodging, travel, food, activities and any other accommodations related to the Event are provided by third parties and therefore Participant shall not hold the Archdiocesan Parties liable for any damages whatsoever resulting from the performance, non-performance or delay in performance by the Event operator or of any common carrier or other parties providing transportation, hotel, food, failure to require and/or enforce any COVID-19 mitigation measures or other services related to the Event.
- 11. Participant hereby agrees and authorizes the Archdiocesan Parties to use and reuse Participant's image, likeness and voice recording in any photograph, video recording and/or audio recording (collectively "Recordings") for the purposes of education, marketing or promotion of the Archdiocesan Parties without compensation or notice to Participant and the Recordings may be used within the websites, social media sites, brochures, magazines, books or other communication materials of the Archdiocesan Parties at any time.
- 12. Participant fully understands that there are dangers, hazards, and risks directly or inherently involved with the Event that may include, but not be limited to, property damage, death, illness (including exposure to COVID-19), allergic reaction or injury by accident or by disease, resulting from or related to attending the Event, transportation to and from the Event, travelling on common carriers, running, jumping, walking and/or climbing stairs in places and conditions that may be familiar or unfamiliar, spending the night in hotels or other lodging, weather conditions, as well as inadequate or non-existent medical services and/or supplies, and Participant hereby expressly assumes the risk of all such harm.
- 13. In addition to the foregoing, Participant fully understands and agrees that Participant expressly assumes all risks from unforeseen dangers and hazards suffered at or in connection with the Event and arising out of or related to forces beyond Archdiocesan Parties' control, including, without limitation, risks, hazards and dangers resulting from strikes, work stoppages, accidents, acts or threatened acts of war or terrorism, civil or military disturbances, acts of God, lighting strikes and other hazardous weather events, as well as interruptions, losses or malfunctions of utilities, communications or computer (software and hardware) equipment or services, as well as criminal acts of third-parties.
- 14. Participant hereby agrees to forever release and discharge the Parish, The Catholic Bishop of Chicago, an Illinois corporation sole



- and all of their affiliates, clergy, employees, agents, volunteers, successors and assigns ("Archdiocesan Parties") from and against any and all claims, damages or liabilities resulting from or related to the Event and/or any personal injury, loss of life or damage of property sustained by Participant at or in any way related to the Event or this Agreement.
- 15. Participant hereby agrees to indemnify, defend and hold the Archdiocesan Parties harmless from and against any and all lawsuits, judgments, claims, actions, damages, losses and expenses (including reasonable attorneys' fees) of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's participation in the Event, including but not limited to such liability, claims and damages related to injury, illness, death, property damage and/or the Recordings which may occur during or in which any way relate to the Event or this Agreement.
- 16. Participant hereby waives any defense to the enforcement of any provision of this Agreement arising from a lack of consideration and Participant agrees that all of the terms of this Agreement are legal, valid and binding.

By signing below, Participant hereby warrants and represents to the Archdiocesan Parties that Participant: (i) has read this Agreement; (ii) understands all of the terms of this Agreement; (iii) agrees to all of the terms and conditions contained in this Agreement; and (iv) has signed this Agreement freely, voluntarily and without duress. Participant acknowledges that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Illinois. In addition, Participant agrees that the laws of the State of Illinois, without giving effect to its conflicts of law principles, govern all matters arising out of or relating to this Agreement and that all legal actions or proceedings arising out of or relating to this Agreement or the Event must be filed in any court of the State of Illinois located in Cook County. In the event that any clause or provision of this Agreement shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

Parent/Guardian/Adult Participant Name and Signature:	Participant Name and Signature:
Printed Name:	Printed Name:
Signature:	Signature:
Email:	Email:
Cell Phone:	Cell Phone:
Address:	Address:
Description and Date of Event:	Description and Date of Event:
SPRED Sessions and Extracurricular Activities 2022-2023	SPRED Sessions and Extracurricular Activities 2022-2023
Name of Archdiocesan Parish or School:	Name of Archdiocesan Parish or School
Physician's Name and Telephone Number:	Physician's Name and Telephone Number:
Allergies or Special Needs:	Allergies or Special Needs:
Emergency Contact Name and Cell Phone:	Emergency Contact Name and Cell Phone
Date Signed:	Date Signed: