

## **ST. MARTIN OF TOURS PARISH - VC**

### PERMISSION, RELEASE, AND AUTHORIZATION TO SEEK MEDICAL TREATMENT (MINORS)

I, the parent or lawful guardian of \_\_\_\_\_ (the "child"), give permission for my child to participate in the \_\_\_\_\_ PSR activity described further on the *Activity Information* form (the "Activity") sponsored by St. Martin of Tours Parish - VC (the "Parish"). In exchange for and in consideration of the opportunity for my child to participate in the Activity, I agree to the following:

1. I understand what is involved in the Activity and acknowledge that I have had the opportunity to ask questions regarding the scope and nature of the Activity.
2. I recognize the possibility and risk of injury associated with my child's participation in the Activity and that such injury can include, but is not limited to, pain, suffering, serious bodily injury, psychological injury, temporary or permanent disability, temporary or permanent paralysis, illness, disfigurement, further injury by medical treatment, and/or death. I understand that such injuries can occur for any number of reasons which are both foreseeable and unforeseeable and which include, but are not limited to, my child's own actions or inaction, the actions or inaction of others (whether negligent, intentional, or otherwise), and equipment failure.
3. I recognize the possibility and risk of exposure or infection of COVID-19 or other communicable diseases associated with my child's participation in the Activity and that such exposure or infection may result in my or my child's or other family members' exposure to or infection of COVID-19 or other communicable diseases, among other risks, and that such exposure or infection may result in personal injury, illness, permanent disability, death or other damages or expenses. I understand that such exposure or infection can occur for any number of reasons which are both foreseeable and unforeseeable and which include, but are not limited to, my child's own actions or inaction, the actions or inaction of others (whether negligent, intentional, or otherwise), and equipment failure.
4. I further understand that my Child's participation in the Activity is purely voluntary and is a privilege and not a right, and that my Child, and I on behalf of my Child, agree to my Child's participation in the Activity in spite of the risks. I and my spouse assume, for ourselves and on behalf of our minor child(ren), all risks in connection with my child's participation in the Activity and accept sole responsibility for any injury to such persons including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that such person(s) may experience or incur in connection with the use of Parish facilities or participation in the Activity .
5. I agree to instruct my child to cooperate with those persons in charge of the activity. I understand and agree that, in the event my child does not cooperate with the person(s) in charge of the activity, which shall be determined at the sole discretion of the person(s) in charge of the activity, I agree to cooperate with the Parish in picking up my child to remove them from the activity.
6. I and my minor child agree to follow and comply with all safety protocols and procedures related to COVID-19 or other communicable diseases as described in the Parish's Safety Procedures (further described on the attached Parish Safety Procedures form), as the same may be amended from time to time.
7. To the fullest extent allowed by law, I, on behalf of myself, my spouse, my minor child, as well as our respective heirs and assigns, executors, all other legal representatives and any others claiming through us or on behalf of us, hereby agree to release, discharge, hold harmless and indemnify the Parish, the Catholic Diocese of Cleveland, the Bishop or Administrator of the Catholic Diocese of Cleveland, as well as their respective clergy, officers, employees, agents, representatives, attorneys, sponsors, and volunteers ("Released Parties") forever from and against any and all claims, lawsuits, damages, judgments, expenses including attorney's fees, liabilities (of any nature or extent), demands, damages, cause of action of any nature and kind, known or unknown, which in any way arise out of or relate to my child's participation in the Activity (including without limitation any injury, loss, or damage to my child's person or property), whether foreseen or unforeseen, regardless of the cause (including, but not limited to, the negligence of any person) (the "Claims").

8. I understand that it is my responsibility to carry appropriate medical insurance for my child and that such is not the responsibility of any other person or party, including, without limitation, the Parish or the Diocese of Cleveland.

9. In the event reasonable attempts to contact me at the number listed below have been unsuccessful, I hereby authorize any of the staff, employees, volunteers, agents and/or representatives of the Parish to provide for, seek, and authorize medical treatment for my child in the case of illness or accident from the closest and most appropriate licensed medical practitioner or hospital available. I understand that this authorization does not cover major surgery unless the medical opinions of two licensed physicians/dentists concurring in the necessity for such surgery are obtained for the performance of such surgery.

10. **CHECK ONE:** I [  ] consent and grant permission [  ] do not consent and grant permission for the Parish and/or its agents to record (in writing or otherwise), photograph, audio record, and video record my minor child's name, image, likeness, spoken words, in any form (the "Recordings"), and to display, release, exhibit, publish, or distribute the Recordings, or any part thereof, for the purpose of and in connection with any material that may be created by or on behalf of the Parish including, without limitation, through the Parish's bulletin boards, social media, website, print and electronic media, marketing publications, public relations and communications materials and/or presentations, and any other uses as may not be contemplated herein, without further notice or compensation, and I agree that the Recordings shall constitute the sole property of the Parish. I further agree to release the Parish, the Catholic Diocese of Cleveland, and the Bishop of the Diocese of Cleveland, and their respective officers, directors, agents, employees and/or attorneys from and against any and all liability, loss, damage, costs, claims, and/or causes of action arising out of or related to the above items to which I have consented. I further understand that the Parish and its respective officer, directors, agents and/or employees have no control over use of photographs, videotapes, audiotapes, or other records made by others and/or outside the scope of this consent and release.

11. To the fullest extent allowed by applicable law, the Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I, on my behalf and on behalf of my minor child, have the authority to release the Claims and have not assigned or transferred any Claims to any other party. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matters of this Agreement. This Agreement may not be altered, amended or modified, except by a written document signed by both parties. The Released Parties, to the extent they are not parties to this agreement, are intended to be third party beneficiaries.

12. This acknowledgement and release is intended to be as broad and inclusive as permitted by the law of the State of Ohio, and if any portion hereof is declared invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This acknowledgement and release shall be construed in accordance with the laws of the State of Ohio, except for the choice of law provisions thereof.

**I HAVE CAREFULLY READ AND UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN AND ACKNOWLEDGE THAT THIS PERMISSION, RELEASE AND AUTHORIZATION TO SEEK MEDICAL TREATMENT SHALL BE EFFECTIVE AND BINDING UPON ME, MY CHILD, AND MY OWN AND MY CHILD'S PERSONAL REPRESENTATIVE OR ESTATE, ASSIGNS, HEIRS, AND NEXT OF KIN AND THAT I HAVE SIGNED THIS AGREEMENT OF MY OWN FREE WILL.**

Name of Parent or Guardian \_\_\_\_\_

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

Home Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Parent or Guardian Phone No. (cell): \_\_\_\_\_; (other Phone No.): \_\_\_\_\_

Emergency Contact Phone No. (cell): \_\_\_\_\_; (other Phone No.): \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Witness Name (please print): \_\_\_\_\_

Witness Phone Number: \_\_\_\_\_

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Medical Information — Completed by Parent or Guardian — Please Print

Child's Name \_\_\_\_\_ Birth date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Allergies \_\_\_\_\_

Medications \_\_\_\_\_

Chronic Conditions (e.g. epilepsy, diabetes) \_\_\_\_\_

Medical Insurance Co. \_\_\_\_\_ Policy No. \_\_\_\_\_

Member's Name \_\_\_\_\_ Phone No. (h) \_\_\_\_\_ (w) \_\_\_\_\_

Member's Birth date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Family Doctor \_\_\_\_\_ Phone No. \_\_\_\_\_

(See *Activity Information* form below)

**ACTIVITY INFORMATION**

**A. On-Going Program**

Parish St. Martin of Tours -VC Program or Group Parish School of Religion (PSR)

Starting Date September 19, 2021 Ending Date May1, 2022 Registration Fee \$25.00

Usual Location Parish School Building Usual day and time Sunday 9:00 – 10:15 AM

Activities Involved (specify nature of activities) Religious Education and Formation Lessons  
for school children

Group Leader \_\_\_\_\_ Telephone No. \_\_\_\_\_

Other Information \_\_\_\_\_

\_\_\_\_\_ Check here if any additional information is attached. Note: any additional activity information (e.g. schedule, list of specific activities, etc.) should be attached where applicable to further inform parents(s) or guardian(s).

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**B. One-Time Activity**

Parish \_\_\_\_\_ Activity \_\_\_\_\_

Location \_\_\_\_\_ Emergency No. \_\_\_\_\_ Cost \_\_\_\_\_

Starting Date and Time \_\_\_\_\_ Meeting Place \_\_\_\_\_

Ending Date and Time \_\_\_\_\_ Meeting Place \_\_\_\_\_

Activities Involved (specify nature of activities) \_\_\_\_\_

Type of Transportation (if any) \_\_\_\_\_

Group Leader \_\_\_\_\_ Telephone No. \_\_\_\_\_

Other Information \_\_\_\_\_

\_\_\_\_\_ Check here if any additional information is attached. Note: any additional activity information (e.g. schedule, list of specific activities, etc.) should be attached where applicable to further inform parents(s) or guardian(s).

Signature of Parent / Guardian: \_\_\_\_\_ Date / / \_\_\_\_\_