# DIOCESE OF VENICE MEDICAL RELEASE, CODE OF BEHAVIOR, AUTHORIZATION FOR RELEASE AND USE OF STUDENT IMAGE IN PHOTO, VIDEOTAPE, OR OTHER MEDIA CONSENT, RELEASE OF LIABILITY AND INDEMNIFICATION FOR TRIPS, PROGRAMS, AND EVENTS

#### **Medical Release**

I understand that the Diocese of Venice in Florida and Totus Tuus assume no responsibility for accidents which may occur in association with diocesan events and activities. I agree to use my/our personal insurance to cover any such incidents. In case of illness or injury of the registered student, reasonable effort will be made to contact the parent(s)/legal guardian(s)/emergency contact. In case of a medical emergency when these parties cannot be notified or are not available, I (we) authorize parish, school or other diocesan officials to consent to any x-ray examination, anesthetic, medical or surgical treatment, and/or hospital care, as determined to be necessary and appropriate by a physician licensed in the State in which treatment is sought. This authorization is valid for a period of 2 years from the date of execution. I (We) agree to assume financial responsibility for any medical treatment provided to the above minor. I understand all reasonable safety precautions will be taken at all times by the Diocese of Venice in Florida and Totus Tuus and its employees and agents during the events and activities. I understand the possibility of unforeseen hazards and know the inherent possibility of risk. I agree to indemnify and hold harmless the Diocese of Venice in Florida and Totus Tuus, its leaders, employees and volunteer staff from any and all claims arising from or in connection with attending this event.

### **Code of Behavior for Youth and Adults:**

I agree to abide by and/or instruct my child to abide by all rules and regulations as outlined by the event leaders. I agree that if I/Participant fail(s) to abide in any way by the rules, that I/Participant can be dismissed from the event and sent home.

#### **Photo Release:**

I, the undersigned parent/legal guardian hereby grant to St. Agnes parish the following irrevocable rights:

- 1. To use the name, photograph, picture, portrait, voice, appearance, likeness, performance (hereinafter collectively known as "image") of me or my child in connection with its educational, promotional, fund-raising activities, or for any other legitimate purpose;
- 2. The right to use, reproduce, publish, exhibit, distribute, and transmit the image of my minor individually or in conjunction with other images or printed matter in the production of brochures, slides, motion pictures, broadcasts (radio and television), audio or video tape, recordings, still photography, CD-Rom and any other manner of media now known or later developed;
- 3. The right to use, reproduce, publish, exhibit, distribute, and transmit the image of my minor individually or in conjunction with other images or printed matter on the school's Internet web site. No personal information such as home address or phone numbers will be published;
- 4. The right to record, reproduce, amplify, edit, and simulate my minor's image and all sound effects produced; and
- 5. The right to copyright, in its own name, works that contain the image of minor; and
- 6. The right to assign the above-mentioned rights to third parties.

I understand that the videotape, still photos, or other media incorporating the image of minor will become the property of the diocese. I hereby waive the right to inspect or approve my minor's image or any finished materials that incorporate said image.

I understand and agree that no compensation will be provided, now or in the future, in connection with the use of minor's image, and nothing herein will create any obligation on the part of the diocese to make use of the rights or materials set forth herein.

I hereby release and forever discharge Frank J. Dewane, as Bishop of the Diocese of Venice, his successors in office, a corporation sole, St. Agnes parish, their agents, employees and assigns from any and all claims demand, rights, and causes of action of whatever kind that may arise from the use of minor's image, including all claims for libel and invasion of privacy.

I hereby certify that I am the parent/legal guardian of the above referenced minor, and I give my consent, without reservation, to the above agreement on behalf of said minor. This agreement shall be valid for a period of four years from the date hereof, unless revoked in writing.

## Consent, Release of Liability and Indemnification for Trips, Programs, and Events

I, the undersigned adult participant or parent/legal guardian of the above named minor participant (for myself and any named minor, our heirs, personal representatives, assigns and next of kin), request permission to participate in this particular event and/or the various field trips and other on and off site activities of the above school/parish/diocesan entity programs throughout the year. I understand that I will receive notice of scheduled field trips and events via an Event Notification Form, if applicable, and my signature consenting to my or my minor's participation shall also indicate the inclusion of the terms of this Consent, Release of Liability and Indemnification Agreement to each trip or event. In consideration for the agreement by the school/parish/diocesan entity to permit my/minor's participation, and intending to be legally bound, I, individually and on behalf of my youth, do hereby: 1. Release, discharge and covenant not to sue the Diocese of Venice in Florida and the Most Rev. Frank J. Dewane, Bishop of the Diocese of Venice, individually and as a corporation sole, the above Parish/School/Diocesan Entity; and their employees, clergy, agents and volunteers (hereinafter Releasees), from any claim, demand, action, or liability whatsoever on account of injury or loss to the person or property of minor child or adult in conjunction with said event, including travel to and from, whether caused by the negligence of the Releasees or otherwise, excluding acts of gross negligence or intentional misconduct; 2. Indemnify and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur incident to adult or minor's participation in the above event, whether caused in whole or part by the negligence of Releasees or otherwise; 3. I do further agree that school/parish/Diocesan entity/Diocese of Venice officials, agents, and/or employees have the right to terminate the participation of the above named for reasonable cause, as determined within the discretion of the event/trip leader. In such event, only the funds not actually used will be refunded. I will be responsible for any and all travel costs incurred to return the above named early from the event/trip. 4. I understand that throughout the year I/my minor may be informed via an Event and Trip Notification Form of activities apart from those on-site activities which are school/parish sponsored. If I do not give permission and sign the Event and Trip Notification Form, I am responsible for myself or the supervision of my minor at such event should I choose to attend independently of the program, although agents, employees and volunteers of the school/parish youth program/Diocesan entity/Diocese of Venice may also plan to be present at such events. 5. I understand that the school/parish/Diocesan entity youth programs may include sports (football, swimming, wrestling, etc.) and/or other risky activities (rafting, etc.). These sports activities involve certain risks including, but not limited to, travel to and from the site of the activity, severe physical contact, and the possible reckless conduct of other participants. These risks also include, but are not limited to, serious injury, potential for permanent paralysis, or death. The sporting activities may be conducted at sites that are at some distance from available medical assistance, and any equipment provided for protection may be inadequate in preventing serious injury, 6. I understand and assume the risks inherent with any extended event, which may involve certain risks beyond the reasonable control of the Parish/school/Diocesan entity and the Diocese of Venice, and their respective representatives, volunteers and agents. Such risks may include but not be limited to accidents, emergencies, exposure to nature and the elements, and/or negligence of the staff of the independent entity at the location of the event (not Parish or School staff). The Parish/school/Diocese or Diocesan entity disclaim any and all responsibility for any such risks by such independent vendors. 7. I am also aware that all reasonable care and supervision will be exercised by the Adult Chaperones to provide for the general well-being of my youth. However, I understand that there will be times when my youth is not directly supervised and it is impossible for the Adult Chaperones to supervise my youth every minute of every day while attending this program/event. I acknowledge placing my trust in my youth to adhere to proper standards of conduct and to follow the rules of the Group Leaders and Adult Chaperones, especially when not being directly supervised. I understand and assume the risks described above and those inherent with such a program/event. 8. I further represent that the above named is covered by accident and health insurance, and I agree to maintain coverage in full force and effect for the duration of the year. I have completed a Medical Authorization which is on file with the sponsoring school/parish/Diocesan entity in the event emergency medical care is required. I understand that the school/parish/Diocesan entity/Diocese of Venice provides no insurance which will cover my child in conjunction with future trips. I agree to full financial responsibility for any medical treatment provided to him/her.