

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK,
INDEMNIFICATION AND ARBITRATION AGREEMENT**

Participant Name:¹ _____ Birthdate: _____
Home Address: _____
Parent/Guardian's Name: _____
Parent/Guardian's Primary Phone: _____ Secondary Phone: _____

Participant Allergies: _____
Participant Current Medications: _____
Participant Medical History: _____
Family Physician Phone #: _____

Emergency Contact(s) for Participant:
Name: _____ Cell Phone: _____
Name: _____ Cell Phone: _____
Name: _____ Cell Phone: _____

[_____],² a Louisiana non-profit religious corporation (the "**Church**"), is facilitating the following events, trips and/or activities:

Type of Event:³ _____
Location of Event: _____
Date and Time of Event: _____
Individual(s) in Charge: _____

The events, trips and/or activities described above (including, without limitation, all transportation to and from such events, trips and/or activities) are collectively referred to herein as the "**Event**." In consideration for participating in the Event, (a) the undersigned participant, an individual of the full age of majority, or (b) the undersigned parent or legal guardian of the above-named minor participant, both on his/her own behalf and on behalf of said minor participant (in such capacities, as applicable, "**Participant**"), agrees to the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risk, Indemnification and Arbitration Agreement ("**Agreement**") to the fullest extent permitted by law, as follows:

1. **Waiver and release of claims.** Participant voluntarily, fully and forever waives, releases and covenants not to sue the Church, The Roman Catholic Church of the Diocese of Baton Rouge, a Louisiana non-profit religious corporation (the "**Diocese**"), and any of the Church's or the Diocese's respective church parishes, schools and other locations, and all of their respective members, directors, officers, clergy, parishioners, officials, owners, managers, directors, agents, representatives, employees, volunteers, invitees and/or other participants, and if applicable, owners and lessors of premises used to conduct the Event ("**Releasees**"), from and against any and all claims, causes of action, losses, damages, injuries (including but not limited to bodily injury, pain, mental anguish and/or death), fines, penalties, costs, expenses, fees, payment or any other claims, both present and future, that may be made by Participant against any Releasee, arising out or in any way related to the Event or Participant's transportation to or from, or participation in, any portion of the Event, or the condition of the premises, whether public or private, on which the Event are conducted. Participant understands this waiver and release is intended to be as broad and as inclusive as permitted by the laws of the State of Louisiana and agrees that if any portion hereof is held invalid, the remainder of the

¹ Note to Preparer: The below blanks should be completed by the minor participant's parent or legal guardian.

² Note to Preparer: Please fill in the church parish's complete legal name as reflected on the Louisiana Secretary of State's website.

³ Note to Preparer: The below blanks should be completed by the event sponsor or host.

waiver and release will continue in full legal force and effect. Participant waives any right to recover any punitive or exemplary damages.

2. **Assumption of Risk; Indemnification.** The risks of injury and illness (including communicable diseases such as MRSA, influenza, and COVID-19) resulting from the Event are or may be significant, including the potential for permanent paralysis and death. Participant understands that the risks of participating in the Event may be both known and unknown. Participant knowingly and freely assumes all risks, both known and unknown, even if arising from the negligence of Releasees or others, and assumes full responsibility for Participant's participation in the Event. Participant agrees to indemnify, defend, and hold harmless Releasees for any and all claims, loss, injury, illness (including communicable diseases such as MRSA, influenza, and COVID-19), death, attorney's fees, and/or expense, wherever, whenever, or however the same may occur, that Participant may suffer arising out of or in any way related to Participant's participation in any portion of the Event.
3. **Consent to Authorize Medical Treatment.** Participant authorizes the Church and/or the Diocese to obtain emergency medical treatment for Participant if Participant is injured during participation in the Event. Participant agrees that Participant will be solely responsible for the payment of all medical costs incurred for any such emergency treatment. Notwithstanding the foregoing, neither the Church nor the Diocese shall have any responsibility for security, protection from criminal acts, or medical or emergency services (whether on-site or off-site) to Participant in connection with the Event.
4. **Consent to Authorize Photographs, Videos, and Recordings.** Participant understands that Participant may be photographed, videotaped, and otherwise recorded while participating in the Event. Participant agrees on behalf of Participant that the Church and/or Diocese may use Participant's name and likeness (in any form and without regard to distortions of character, form or color, or any other alteration) in photographs, videotapes, audiotapes, and other media, without providing any additional consideration to Participant or to any third party. Participant grants the Church and Diocese permission to utilize Participant's name, image and/or likeness in any live or recorded audio, video or photographic display or other transmission or reproduction in whole or in part.
5. **Arbitration.** Participant agrees to submit any controversy, claim, or dispute arising from participation in the Event to binding arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction in East Baton Rouge Parish, Louisiana. The arbitrator shall have full and exclusive authority to decide all issues regarding the arbitrability of any controversy, claim, or dispute arising out of or in any way related to the Event or Participant's participation in any portion of the Event. Each party shall pay one-half the costs of arbitration. The arbitration proceeding shall proceed before a single arbitrator in East Baton Rouge Parish, Louisiana.
6. **Severability.** This Agreement shall be governed by the laws of the State of Louisiana. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect. Notwithstanding the foregoing, if any provision of this Agreement is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction and (c) such invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement. Each provision of this Agreement is separable from every other provision of this Agreement, and each part of each provision of this Agreement is separable from every other part of such provision.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION AND ARBITRATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO PROCEED IN COURT, TO A JURY TRIAL, AND TO PUNITIVE DAMAGES AND EXEMPLARY, AND I SIGN IT FREELY AND VOLUNTARILY.

If Participant is a minor (under 18 years of age):

Parent/Guardian's Signature: _____

Print Parent/Guardian's Name: _____

Date Signed: _____

If Participant is 18 years of age or older:

Participant's Signature: _____

Print Participant's Name: _____

Date Signed: _____