

RELEASE AND LIABILITY WAIVER

PLEASE CAREFULLY READ ALL TERMS BELOW BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS:

Participant's Name: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip: _____

Home Phone: (____) _____ Business Phone: (____) _____ Cell Phone: (____) _____

To Be Completed By Sponsor:

Activity (please insert description of the activity/event): _____

Parish/School/Organization ("Sponsor"): _____

Destination: _____ Date(s) of Activity: _____

Designated Supervisor of Activity: _____

Method of Transportation: _____

Date and Time of Departure: _____ Date and Time of Return: _____

In consideration for Participant being permitted by Sponsor to participate in the Activity, which includes transportation to, from, and during the Activity (the "Transportation"), I hereby acknowledge, consent, and agree as follows:

1. **Knowledge of Risks.** Participant acknowledges and agrees that Participant has been advised by Sponsor and that Participant understands that participation by Participant in the Activity and the Transportation of Participant may involve serious risks, including, without limitation, death, bodily injury, damage to personal property, and dangers resulting from injury or accident. Knowing the risks, dangers, and hazards involved in Participant's participation in the Activity and Transportation, I nevertheless voluntarily consent and agree to Participant's participation in the Activity and Transportation. **PARTICIPANT HEREBY EXPRESSLY AND SPECIFICALLY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISKS OF DEATH OR BODILY INJURY TO PARTICIPANT OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY RESULTING FROM OR ARISING OUT OF (I) PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, OR (II) SPONSOR'S TRANSPORTATION OF PARTICIPANT, WHETHER CAUSED BY OR CONTRIBUTED BY THE NEGLIGENCE OF THE SPONSOR, THE ARCHDIOCESE OF SAN ANTONIO (THE "ARCHDIOCESE"), OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "CHURCH PARTIES") OR OTHERWISE.**

(Initials) _____

2. **RELEASE AND WAIVER.** PARTICIPANT HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES THE CHURCH PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, COSTS, EXPENSES, AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, RESULTING OR ARISING FROM PARTICIPANT'S PARTICIPATION IN THE ACTIVITY OR SPONSOR'S TRANSPORTATION OF PARTICIPANT. **PARTICIPANT HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT (I) THIS RELEASE DISCHARGES ALL OF THE CHURCH PARTIES FROM ANY AND ALL LIABILITY THAT PARTICIPANT MAY HAVE AGAINST THE CHURCH PARTIES WITH RESPECT TO THE DEATH OR BODILY INJURY TO PARTICIPANT OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY THAT MAY RESULT FROM (I) PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, OR (II) SPONSOR'S TRANSPORTATION OF PARTICIPANT; AND (III) THIS RELEASE EXTENDS TO ALL ACTS OF NEGLIGENCE, WHETHER CAUSED BY OR CONTRIBUTED BY ANY OF THE CHURCH PARTIES OR OTHERWISE.**

(Initials) _____

PARENT/LEGAL GUARDIAN'S INITIALS _____

3. **INDEMNITY.** PARTICIPANT UNCONDITIONALLY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CHURCH PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, DEMANDS, COSTS AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES) INCURRED BY ANY OF THE CHURCH PARTIES RESULTING OR ARISING FROM (I) PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, OR (II) SPONSOR'S TRANSPORTATION OF PARTICIPANT, **INCLUDING, WITHOUT LIMITATION, THE DEATH OR BODILY INJURY TO PARTICIPANT OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY THAT MAY RESULT FROM (I) PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, OR (II) SPONSOR'S TRANSPORTATION OF PARTICIPANT, WHETHER CAUSED BY OR CONTRIBUTED BY THE NEGLIGENCE OF ANY OF THE CHURCH PARTIES OR OTHERWISE.** (Initials) _____

4. **Medical Authorization.** In the event of any injury or illness of Participant during the Activity, Participant hereby authorizes and consents to the transportation of Participant to the nearest medical or dental facility, and, should the need arise, Participant hereby further authorizes and consents to any x-ray, examination, anesthetic, medical or surgical diagnosis and treatment in the discretion of the attending physician or dentist. Participant understands that Participant is giving this authorization in advance of any specific diagnosis, treatment or hospital care being required and Participant is providing this authorization to give authority and power to render any care which the medical provider and/or dental provider deems advisable. Participant hereby agrees that Participant shall be solely responsible for the payment of any and all costs for such medical and/or dental treatment of Participant, and in no event shall any of the Church Parties be required to pay for any such costs or expenses. **PARTICIPANT HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES THE CHURCH PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, LOSSES, JUDGMENTS, DAMAGES, COSTS, EXPENSES, AND DEMANDS OF ANY KIND OR NATURE WHATSOEVER, EITHER IN LAW OR IN EQUITY, RESULTING OR ARISING FROM ANY SUCH MEDICAL OR DENTAL TREATMENT RENDERED TO PARTICIPANT.** (Initials) _____

5. **Photo/Video Consent and Release.** Participant hereby authorizes Sponsor and the Archdiocese to take photographs, recordings, and/or videos (whether electronic, digital, or otherwise) of Participant in connection with the Activity, and Participant hereby consents to the use, reproduction, and publication of such images by Sponsor and the Archdiocese in connection with the promotion and publicity of the activities of Sponsor and the Archdiocese, including, without limitation, publication of such images on Sponsor's website. Participant hereby waives any right to inspect or approve the actual use by Sponsor or the Archdiocese of any such image of Participant. Such images of Participant shall be the sole property of Sponsor, and Participant acknowledges and agrees that Participant shall not be entitled to any compensation whatsoever should any such images of Participant be used by Sponsor or the Archdiocese. (Initials) _____

6. **COVENANT NOT TO SUE.** PARTICIPANT HEREBY ACKNOWLEDGES AND AGREES THAT PARTICIPANT WILL NOT INSTITUTE ANY SUIT OR ACTION AT LAW, OR OTHERWISE, AGAINST ANY OF THE CHURCH PARTIES OR INITIATE OR ASSIST IN THE PROSECUTION OF ANY CLAIM FOR DAMAGES, OR CAUSES OF ACTION, WHICH PARTICIPANT MAY HAVE BY REASON OF INJURY OR DEATH TO PARTICIPANT OR DAMAGE TO PARTICIPANT'S PERSONAL PROPERTY RESULTING OR ARISING FROM PARTICIPANT'S PARTICIPATION IN THE ACTIVITY OR SPONSOR'S TRANSPORTATION OF PARTICIPANT. (Initials) _____

7. **Severability.** If any term, covenant, or condition of this Release and Waiver of Liability (the "Agreement") is, to any extent, invalid, illegal, or unenforceable, Participant hereby agrees that the remainder of this Agreement shall not be affected thereby, and shall, notwithstanding, remain binding, valid and enforceable to the fullest extent permitted by law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE OF PARTICIPANT ON FOLLOWING PAGE]

PARTICIPANT HEREBY COVENANTS, CERTIFIES AND REPRESENTS TO SPONSOR THAT PARTICIPANT (I) HAS FULLY READ THIS AGREEMENT, (II) FULLY UNDERSTANDS ITS TERMS, AND (III) AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. PARTICIPANT UNDERSTANDS THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS AGREEMENT. PARTICIPANT HAS SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO PARTICIPANT BY ANY OF THE CHURCH PARTIES. PARTICIPANT INTENDS, BY PARTICIPANT'S SIGNATURE, FOR THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE BY PARTICIPANT OF ALL LIABILITY AGAINST THE CHURCH PARTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Signature of Participant

Date: _____

Printed Name of Participant

PARTICIPANT'S INITIALS _____