

Diocese of Cleveland and
St. John Vianney Parish

PERMISSION, RELEASE, AND AUTHORIZATION TO SEEK MEDICAL TREATMENT

I, the parent or lawful guardian of _____ (the “child”), give permission for my child to participate in the St. John Vianney Youth Group and the Group’s 2021-2022 activities sponsored by St. John Vianney Parish directly or through its school, All Saints School (collectively, 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 that the Parish has adopted or may adopt and which the Parish may from time to time amend.
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 / 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. I consent and grant permission for the Parish and/or its agents to record (in writing or otherwise, including remotely), 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 / Administrator 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. I give permission for my child to participate in parish sponsored virtual sessions in connection with the program or activity listed above using audio and/or video conferencing services such as Zoom and other Social Media Platforms. I understand and agree that any such session may be recorded by the Parish in the Parish's sole discretion and that such recordings shall be considered to be Recordings as set forth in Section 10 above. I understand and agree that such Recordings will be viewed by individuals who missed or were unable to attend the session and that the Parish cannot control who may view the Recordings along with the individuals who missed or who were unable to attend the session. I further understand and agree that such Recordings may, in the Parish's sole discretion, be shared with Parish staff, used for future catechesis or educational purposes, shared in connection with an investigation of any alleged misconduct, or for any purpose for which a Recording may be used as set forth in this document. As set forth in Section 10 above, I agree that such Recordings will be made without further notice and without compensation, and I agree that such Recordings shall constitute the sole property of the Parish.

I agree to supervise my child's participation, particularly those 13 or younger, in any virtual or online sessions. I further agree to ensure that my minor child's use of any software or other online platforms complies with the terms and conditions of such software and/or platforms.

12. 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.

13. 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.

14. I agree to allow the Parish to communicate about these activities at the email or at the phone number given below. The Parish currently uses either FlockNote (for emails) or the number 440-299-7606. The Youth Activities also may be posted on a social media site (e.g., Instagram, Facebook). If information on Youth Activities is sent electronically, there may be a cost depending on the family/parent/child plan. The parents agree to be responsible for any such costs.

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.): _____

Parish/Church: _____ Child's Phone No.: (Optional): _____.

Emergency Contact Phone No. (cell): _____ ; (other Phone No.): _____

Parent or Guardian Email: _____ ; Child's Email Address: (Optional): _____

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. John Vianney Parish Program or Group Youth Group Starting Date 7/19/2021 Ending Date 8/1/2022 Registration Fee \$35.00

Usual Location St. John Vianney Parish Usual day & time: Mondays or Tuesdays, 7-8:30

PM Activities Involved (specify nature of activities) Volleyball. Outdoor games, board games, faithformation talks and discussion, retreats, fundraising, service projects, adoration, Mass, Confession, small group table conversation, inter-parish youth group sessions at both the Parish Grounds and Offsite, etc.

Group Leader Fr. Alex Clark Office No. 440-255-0600 ext. 236 Cell No. (440) 299-7606

Signature of Parent / Guardian: _____ Date: __/__/_____