

Diocese of Worcester
Parental/Guardian Form for a Child under 18

RELEASE/INDEMNIFICATION/DEFENSE AGREEMENT

I, the lawful parent or guardian of _____ ("my child", which as used below shall include any and all of my aforementioned children participating in the below event and activities), on behalf of myself and my child, irrevocably release from all liability to the fullest extent permitted by the law, and hereby agree to indemnify, defend and hold harmless the Roman Catholic Bishop of Worcester, a corporation sole, its officers, agents, representatives, volunteers, chaperones, clergy, religious and employees of the Diocese of Worcester and any and all parishes and ministries thereof (**collectively, "RCB"**), from and against any and all liability, demands, actions, causes of action, claims, judgments, cost and expense, including but not limited to attorneys' fees, known or unknown at this time, arising out of or in any way related to any injury, illness, loss or other damage to person or property incurred: (a) by my child and/or myself while participating in or traveling to or from, or in any way arising out of, the following event or activity for the June 2019-June 2020: **St. Bernard's Church of Our Lady of Providence Parish pertaining to the Athletic/Spiritual/Intellectual/Human development** and/or (b) by any other person sustaining or alleged to have sustained any injury, illness, loss or expense, including attorneys' fees, by reason of my child's or my negligent or wrongful act or omission.

The RCB's right to defense at my expense shall accrue immediately upon the utterance of any and all claims or complaints arising out of, based upon or in any way associated with the activity or event, regardless of other claims simultaneously brought, and shall not be contingent upon the merit of any such claim(s) or any question(s) of fact raised by the claim or complaint.

I agree to instruct my child to cooperate with and follow the rules of the event or activity referenced above and any instructions of the RCB. In the event my child does not cooperate with or follow same I agree that my child shall withdraw from the event or activity referenced above and that I shall, at my sole cost and expense, arrange for the immediate transportation of my child from the event or activity referenced above to my home, if so requested by RCB.

Additionally:

- I appoint RCB as my lawful attorney-in-fact, to act for me in my name and stead and on my behalf, in any way that I would, in the reasonable and sole judgment of RCB be expected to act if I were personally present, with respect to the following matters if any injury, illness or medical emergency occurs during the activity:
- To give any and all consents and authorizations to any physician, dentist, hospital or other persons or institutions pertaining to any emergency medications, medical or dental treatments, diagnostic or surgical procedures or any other first aid and/or emergency actions as our attorney-in-fact shall deem necessary or appropriate for the best interest of my child.
- The release/indemnification/defense provisions above shall apply to any such decision or action.
- I understand that RCB through its agents will make a reasonable attempt to contact me as soon as reasonably possible in the event of medical emergency involving my child.
- The powers and authority granted herein may be revoked prospectively by written notice delivered in-hand to RCB, provided that in such notice I confirm that I am immediately assuming full responsibility for all decisions and actions as to my child's welfare and health. Absent receipt of such written notice this power of attorney shall not be affected by my disability, incapacity or adjudicated incompetence.
- This power of attorney shall lapse automatically upon completion of the activity listed above that my child is participating in or attending and related activities, and travel if any, and the return of

my child to me or my designee. Any revocation of such powers and authority shall not affect any other provision of this Release/Indemnification/Defense Agreement, each of which shall continue in full force and effect.

- I understand and agree that RCB is not and shall not be responsible for assuring that my child takes any medication, prescription or otherwise, which may be indicated for my child. There are no medical conditions, nor any life threatening allergies to foods or medicines, that would limit my child's full participation in the activity or require any special precautions except as I list here:

- List any current medications and dosage (prescription and over-the-counter) that the RCB might need to know about should an emergency arise here:

- If any change occurs in the information which I have provided with respect to emergency contacts or medical information I shall provide immediate written notification of such change to the RCB.

As evidenced by my signature below, RCB and/or an agent thereof may use my child's portrait or photograph for promotional purposes related to the advancement and development of the ministry of the Roman Catholic Church and the Diocese of Worcester, and I hereby release, indemnify and agree to defend under the provisions above the RCB and its agents from any and all liability, loss, damage and expense, including attorneys' fees, resulting from such use.

By signing below I verify that I have carefully read and understand this statement and that I am signing it freely and voluntarily in consideration of the RCB's agreement to allow my child to participate in this voluntary activity, trip or event, and as an inducement to the RCB to permit such participation, without which it would not do so. I request that my child be allowed to participate in the above-referenced activity, trip or event.

Signature of Parent or Guardian _____

Signature of my child _____

Date _____

Telephone - Home: _____ Cell: _____

PLEASE PRINT THE FOLLOWING INFORMATION

Name of person signing this form _____

Name of my child _____