



PARENTAL/GUARDIAN PERMISSION, RELEASE, AND LIABILITY WAIVER

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

Participant's Name: _____

Date of Birth: _____ Sex: _____ Cell Phone (____) _____ Email: _____

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

Parent/Guardian's Name(s): _____

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

T-shirt size: _____

Activity: **Kairos retreat - FALL SEMESTER**

Parish/School/Organization ("Sponsor"): **Antonian College Preparatory High School**

Destination: **Camp Capers retreat center (418 FM1621, Comfort, TX 78013)**

Dates: **November 26 to November 29, 2019.**

Designated Supervisor of Activity: **Angela Alban – Campus Minister**

On site telephone for emergencies: **(210) 649-0246**

Method of transportation to and from monthly meetings and retreat: **School provides transportation to and from retreat facility.**

Cost of the retreat: **\$250 (Payment may be made in installments with one half due by October 16th and the remaining one-half due by November 16th)**

IN CONSIDERATION FOR PARTICIPANT, A MINOR CHILD, BEING PERMITTED BY SPONSOR TO PARTICIPATE IN THE ACTIVITY, WHICH INCLUDES TRANSPORTATION TO AND FROM THE ACTIVITY, I, BEING THE UNDERSIGNED AND THE PARENT/LEGAL GUARDIAN OF PARTICIPANT, HEREBY ACKNOWLEDGE, CONSENT, AND AGREE TO ALL THE FOLLOWING:

- 1. CONSENT TO PARTICIPATE AND TO TRANSPORTATION. I HEREBY CONSENT TO PARTICIPANT'S PARTICIPATION IN THE ACTIVITY. I FURTHER CONSENT TO THE TRANSPORTATION OF PARTICIPANT TO AND FROM THE ACTIVITY.**
- 2. KNOWLEDGE OF RISKS. I ACKNOWLEDGE AND AGREE THAT I HAVE BEEN ADVISED BY SPONSOR AND THAT I UNDERSTAND THAT PARTICIPATION BY PARTICIPANT IN THE ACTIVITY AND THE TRANSPORTATION OF PARTICIPANT TO AND FROM THE ACTIVITY 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 AND TRANSPORTATION TO THE ACTIVITY, I NEVERTHELESS VOLUNTARILY CONSENT AND AGREE TO PARTICIPANT'S PARTICIPATION IN AND TRANSPORTATION TO THE ACTIVITY. I, INDIVIDUALLY AND IN MY CAPACITY AS THE PARENT/LEGAL GUARDIAN OF PARTICIPANT, HEREBY EXPRESSLY AND SPECIFICALLY ASSUME 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 TO THE ACTIVITY, WHETHER CAUSED BY OR CONTRIBUTED BY THE NEGLIGENCE OF THE SPONSOR OF "ANTONIAN COLLEGE PREPARATORY HIGH SCHOOL" (ACP), 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.

3. RELEASE AND WAIVER. I, INDIVIDUALLY AND IN MY CAPACITY AS THE PARENT/LEGAL GUARDIAN OF PARTICIPANT, HEREBY, RELEASE, WAIVE, AND FOREVER DISCHARGE ACP AND 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 OR SPONSOR'S TRANSPORTATION OF PARTICIPANT TO THE ACTIVITY. I, INDIVIDUALLY AND IN MY CAPACITY AS THE PARENT/LEGAL GUARDIAN OF PARTICIPANT, HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT (I) THIS RELEASE DISCHARGES ALL OF ACP AND THE CHURCH PARTIES FROM ANY AND ALL LIABILITY THAT PARTICIPANT AND I, INDIVIDUALLY AND IN MY CAPACITY AS THE PARENT/LEGAL GUARDIAN OF PARTICIPANT, MAY HAVE AGAINST ACP AND 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 TO THE ACTIVITY; AND (II) THIS RELEASE EXTENDS TO ALL ACTS OF NEGLIGENCE, WHETHER CAUSED BY OR CONTRIBUTED BY ANY OF ACP AND THE CHURCH PARTIES OR OTHERWISE.

4. INDEMNITY. I, INDIVIDUALLY AND IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT, UNCONDITIONALLY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS ACP AND 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 TO THE ACTIVITY, 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 TO THE ACTIVITY, WHETHER CAUSED BY OR CONTRIBUTED BY THE NEGLIGENCE OF ANY OF ACP AND THE CHURCH PARTIES OR OTHERWISE.

5. MEDICAL AUTHORIZATION. IN THE EVENT OF ANY INJURY OR ILLNESS OF PARTICIPANT DURING THE ACTIVITY, I HEREBY AUTHORIZE AND CONSENT TO THE TRANSPORTATION OF PARTICIPANT TO THE NEAREST MEDICAL OR DENTAL FACILITY, AND, SHOULD THE NEED ARISE, I HEREBY FURTHER AUTHORIZE AND CONSENT TO ANY X-RAY, EXAMINATION, ANESTHETIC, MEDICAL OR SURGICAL DIAGNOSIS AND TREATMENT IN THE DISCRETION OF THE ATTENDING PHYSICIAN OR DENTIST. I UNDERSTAND THAT I AM GIVING THIS AUTHORIZATION IN ADVANCE OF ANY SPECIFIC DIAGNOSIS, TREATMENT OR HOSPITAL CARE BEING REQUIRED AND I AM PROVIDING THIS AUTHORIZATION TO GIVE AUTHORITY AND POWER TO RENDER ANY CARE WHICH THE MEDICAL PROVIDER AND/OR DENTAL PROVIDER DEEMS ADVISABLE. NONE OF THE FOREGOING MEDICAL OR DENTAL TREATMENTS SHALL BE WITHHELD IF I CANNOT BE REACHED PRIOR TO THE ADMINISTRATION OF SUCH MEDICAL AND/OR DENTAL TREATMENTS. I HEREBY AGREE THAT I 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 ACP AND THE CHURCH PARTIES BE REQUIRED TO PAY FOR ANY SUCH COSTS OR EXPENSES. I, INDIVIDUALLY AND IN MY CAPACITY AS THE PARENT/LEGAL GUARDIAN OF PARTICIPANT, HEREBY, RELEASE, WAIVE, AND FOREVER DISCHARGE ACP AND 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.

6. **PHOTO/VIDEO CONSENT AND RELEASE.** I HEREBY AUTHORIZE SPONSOR, ACP AND THE ARCHDIOCESE TO TAKE PHOTOGRAPHS, RECORDINGS, AND/OR VIDEOS (WHETHER ELECTRONIC, DIGITAL, OR OTHERWISE) OF PARTICIPANT IN CONNECTION WITH THE ACTIVITY, AND I HEREBY CONSENT TO THE USE, REPRODUCTION, AND PUBLICATION OF SUCH IMAGES BY SPONSOR, ACP AND THE ARCHDIOCESE IN CONNECTION WITH THE PROMOTION AND PUBLICITY OF THE ACTIVITIES OF SPONSOR, ACP AND THE ARCHDIOCESE, INCLUDING, WITHOUT LIMITATION, PUBLICATION OF SUCH IMAGES ON SPONSOR’S WEBSITE. I, INDIVIDUALLY AND IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT, HEREBY WAIVE ANY RIGHT TO INSPECT OR APPROVE THE ACTUAL USE BY SPONSOR, ACP OR THE ARCHDIOCESE OF ANY SUCH IMAGE OF PARTICIPANT. SUCH IMAGES OF PARTICIPANT SHALL BE THE SOLE PROPERTY OF SPONSOR, AND I, INDIVIDUALLY AND IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT, ACKNOWLEDGE AND AGREE THAT NEITHER I NOR PARTICIPANT SHALL BE ENTITLED TO ANY COMPENSATION WHATSOEVER SHOULD ANY SUCH IMAGES OF PARTICIPANT BE USED BY SPONSOR, ACP OR THE ARCHDIOCESE.

7. **COVENANT NOT TO SUE.** I HEREBY ACKNOWLEDGE AND AGREE THAT I, INDIVIDUALLY OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT, WILL NOT INSTITUTE ANY SUIT OR ACTION AT LAW, OR OTHERWISE, AGAINST ANY OF THE ACP AND THE CHURCH PARTIES OR INITIATE OR ASSIST IN THE PROSECUTION OF ANY CLAIM FOR DAMAGES, OR CAUSES OF ACTION, WHICH I, INDIVIDUALLY AND/OR IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF 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 TO THE ACTIVITY.

8. **SEVERABILITY.** IF ANY TERM, COVENANT, OR CONDITION OF THIS PARENTAL/GUARDIAN PERMISSION, RELEASE, AND WAIVER OF LIABILITY (THE “AGREEMENT”) IS, TO ANY EXTENT, INVALID, ILLEGAL, OR UNENFORCEABLE, I HEREBY AGREE 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.

I COVENANT, CERTIFY AND REPRESENT TO SPONSOR THAT I AM THE PARENT/LEGAL GUARDIAN OF PARTICIPANT AND THAT I HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF PARTICIPANT. I HAVE (I) FULLY READ THIS AGREEMENT, (II) FULLY UNDERSTAND ITS TERMS, AND (III) AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. I UNDERSTAND THAT I, ON MY OWN BEHALF AND ON BEHALF OF PARTICIPANT, HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS AGREEMENT. I, INDIVIDUALLY AND IN MY CAPACITY AS PARENT/LEGAL GUARDIAN OF PARTICIPANT, SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME BY ANY OF ACP AND THE CHURCH PARTIES. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE BY ME AND PARTICIPANT OF ALL LIABILITY AGAINST THE MCR AND THE CHURCH PARTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

 Signature of Participant’s Parent/Legal Guardian

Date: _____

 Printed Name of Participant’s Parent/Legal Guardian

MEDICAL INFORMATION & EMERGENCY CONTACT

If you are unable to reach me, please contact:

Name: _____

Relationship to me or my son/daughter: _____

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

Please include a photocopy of your Insurance Card, front and back.

Insurance Carrier: _____ Policy Number: _____

My son/daughter is taking medication and will bring all medication with him/her and it will be clearly labeled. My son/daughter is taking the following medication(s) and directions for taking this medication, including dosage, frequency and storage are as follows:

I hereby grant permission for non-prescription medication (such as cough drops, cough syrup, Tylenol, etc.) to be given to my child if necessary. I understand that aspirin will not be given to my son/daughter without my express permission: I grant such permission ____ Yes, ____ No.

My son/daughter is allergic to the following: _____

My son/daughter's immunizations are current and up to date ____ Yes, ____ No.

My son/daughter has the following limitations: _____

My son/daughter experiences homesickness, emotional reactions to new situations, sleepwalking, fainting, bedwetting, etc.

____ Yes, ____ No. Please explain: _____

Parent/Guardian Name (PRINT) _____

Signature

Date