



Miles Christi is very happy your son will be attending the High School Boys' Summer Camping Trip 2021! The intention of this trip is to have a nice time of recreation and increase in one's spiritual life. Miles Christi has organized this trip with the assurance that it will be a grace-filled time. However, since we are traveling with many young men our insurance company requires that we ask you and your parent or legal guardian to sign this waiver form. Please know that the integrity, spiritual and physical health of all the young men attending is our first concern. We hope nothing happens, but in the unforeseen event that a difficulty during the trip occurs, this form will be helpful to better attend to the matter quickly and promptly. Thank you!

Release, Waiver of Liability, Indemnity/Hold Harmless Agreement and Medical Authorization

For: The High School Boys' Camping Trip (the "Event")

1. This Release, Waiver of Liability, Indemnity/Hold Harmless Agreement and Medical Authorization ("Agreement") is executed on this ____ day of _____, 2021, by the undersigned minor child and parent or guardian having legal custody, in favor of *Miles Christi*, a Michigan nonprofit corporation, its priests, brothers, officers, directors, agents, servants, employees, representatives, assigns and/or successors (collectively "*Miles Christi*") in consideration of *Miles Christi* accepting my and/or my child's participation in the Event and being permitted to utilize *Miles Christi's* facilities.

2. **PERSONAL CONDUCT:** I/We understand *Miles Christi* has the authority to establish and apply rules of conduct necessary for the activities during the Event. If a participant engages in disruptive behavior or violates such rules, the director of the program will have authority to correct and/or discipline the participant, including removal from the Event, if necessary.

3. **INSURANCE COVERAGE:** I/We understand that *Miles Christi* does not carry or maintain health, medical, or disability insurance and that my/our child is required to have separate adequate health, accident, and hospitalization insurance coverage provided by me/us during participation in the Event. I/We hereby represent and warrant to *Miles Christi* that such insurance coverage is in full force and effect. I/We recognize and expect that no part of the program fee goes toward payment for such insurance and that *Miles Christi* has no obligation to provide such insurance.

4. **MEDICAL TREATMENT:** I/We recognize that emergency or emergent medical or dental care may be necessary for my/our child as a result of participation in the Event and hereby consent to same. In the event of illness or injury to my/our child during the Event, I/We authorize *Miles Christi*, and any of its priests, brothers, officers, directors, agents, servants, employees, representatives, assigns and/or successors, to render first aid and/or to secure or call for medical and/or dental treatment of my/our child, including without limitation, surgery and the administration of an anesthetic (collectively, the "Treatment"), if in the sole opinion and discretion of *Miles Christi*, and any of its priests, brothers, officers, directors, agents, servants, employees, representatives, assigns and/or successors determine such Treatment is needed. I/We understand that my/our child is required to bring any medications previously prescribed for his/her health to the Event. I/We agree to pay for all expenses and costs or fees associated with such Treatment and transportation (ambulatory, helicopter, or otherwise).

5. **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND:** I/WE AGREE TO RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, INDEMNIFY AND DEFEND MILES CHRISTI AND ANY OF ITS PRIESTS, BROTHERS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND/OR SUCCESSORS FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, SUITS, ACTIONS, LOSSES AND DAMAGES OF WHATEVER KIND OR NATURE EITHER IN LAW OR EQUITY, INCLUDING, BUT NOT LIMITED TO (A) NEGLIGENCE, INCLUDING THE ACTIVE OR PASSIVE NEGLIGENCE OF *MILES CHRISTI*, ITS PRIESTS, BROTHERS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND/OR SUCCESSORS; (B) BREACH OF CONTRACT; (C) BREACH OF ANY STATUTORY DUTY OR OTHER DUTY OF CARE; (D) BREACH OF EXPRESS OR IMPLIED WARRANTY; OR (E) ANY OTHER CAUSE, RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE AND ARISING FROM MY OR THE MINOR'S PARTICIPATION IN THE EVENT OR AT ANY FACILITY OWNED OR OPERATED BY *MILES CHRISTI*, ITS PRIESTS, BROTHERS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND/OR SUCCESSORS. IN CONSIDERATION OF ME/US OR MY/OUR CHILD BEING PERMITTED TO PARTICIPATE IN THE EVENT, I/WE HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD *MILES CHRISTI*, AND ANY OF ITS PRIESTS, BROTHERS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND/OR SUCCESSORS, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, COST AND EXPENSE INCURRED AS A RESULT OF ANY CLAIM, DEMAND, OR CAUSE OF ACTION, BROUGHT AGAINST *MILES CHRISTI*, OR ANY OF ITS PRIESTS, BROTHERS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS AND/OR SUCCESSORS, JOINTLY OR INDIVIDUALLY, FOR BODILY OR OTHER INJURY OR PROPERTY DAMAGE SUFFERED AS A RESULT OF MY/US OR MY/OUR CHILD'S PARTICIPATION IN THE EVENT. I/WE AGREE THAT IF ANY PROVISION OF THIS PARAGRAPH IS FOUND INVALID OR

UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THAT PROVISION SHALL BE AMENDED TO ACHIEVE AS NEARLY AS POSSIBLE, CONSISTENT WITH APPLICABLE LAW, THE MAXIMUM PERMISSIBLE EFFECT AS THE ORIGINAL PROVISION, AND THE REMAINDER OF THIS PARAGRAPH SHALL REMAIN IN FULL FORCE AND EFFECT.

7. COVID-19 - I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) Miles Christi Religious Order, their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.

8. COVENANT NOT TO SUE. I/We hereby covenant not to sue *Miles Christi*, nor any of its priests, brothers, officers, directors, agents, servants, employees, representatives, assigns and/or successors, whether at law or in equity, or whether in contract or in tort, for any damages, costs, attorneys' fees or for any injunction or court order pertaining to or arising out of my/our child's participation in the Event.

9. MEDIA RELEASE. I/We consent and authorize the taking of photographs and/or videos during the Event. I/We grant permission to *Miles Christi* and its priests, brothers, officers, directors, agents, servants, employees, representatives, assigns and/or successors to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic media, illustrations or publications without notifying me/us. I/We hereby waive any and all rights to privacy in the photographs/videos and to compensation related to the use of the photographs and/or videos and any rights to royalties, proceeds or other benefits derived from such photographs and/or video.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto with respect to the matters herein. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by all of the parties executing this Agreement. The parties each acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally altered or modified in any respect whatsoever.

11. BINDING EFFECT. I/We understand this Agreement shall be binding upon my assignees, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by *Miles Christi* as a complete bar and defense against any and all claims, demands or causes of action by or on behalf of myself or my/our child.

12. SEVERABILITY. If any provision of this Agreement is held to be invalid, void, illegal or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of the Agreement, which provision(s) shall remain in full force and effect.

13. ADVICE OF COUNSEL. The signatories hereto have had full and complete access and assistance from competent counsel (or have been advised to seek same) and fully and completely understand all of their rights and responsibilities as involved herein. It is understood and agreed by the parties hereto that this Agreement shall be construed without any regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

I/WE HAVE CAREFULLY READ THE FOREGOING AGREEMENT. I/WE FULLY UNDERSTAND ITS CONTENTS AND I/WE VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

ACKNOWLEDGED AND AGREED:

NAME OF PARTICIPANT

SIGNATURE OF PARTICIPANT

If Participant is a minor, name of Parent/Guardian

If Participant is a minor, name of Parent/Guardian

SIGNATURE OF PARENT OR GUARDIAN

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EVENT: HIGH SCHOOL BOYS' CAMPING TRIP

DATES: FRIDAY, JUNE 25 – WEDNESDAY, JUNE 30, 2021

All of the following information will be kept confidential, unless required to be released for medical treatment and/or to comply with any law, court order or for use in any legal process.

Participant's Name: _____ **Birth Date:** _____

Address: _____

Health Insurance Company: _____

Health Insurance Policy Number, Plan #, etc.: _____

Name of Person to be notified in case of emergency: _____

Relationship: _____ **Home #** _____ **Work #** _____ **Cell #** _____

Check applicable health conditions: Frequent Headaches: _____ High Blood Pressure: _____ Diabetes: _____ Heart Problems: _____ Asthma or Respiratory Problems: _____ Fainting Spells: _____ Seizures: _____

Allergies (Please specify): _____

OTHER (Please specify): _____

Medication(s) Used At Present Time:

_____ (Name & Dosage)

Describe/Explain Allergic Reaction(s) and Potential Side Effects of Any Medication(s):

Other Medical/Psychological Problems (Please explain):

Are all Immunizations current and up to date: Yes _____ No _____

Date of last tetanus/diphtheria _____

To better help the chaperones, please describe any difficulties, medical or not, which your son may have (examples: fear of the dark, homesickness, depression, anxiety, fear of new places, etc.):

Physician's Name: _____ **Phone #:** _____

Preferred Medical Facility: _____

Signature of Parent or Legal Guardian: _____ **Date:** _____