

**DIOCESE OF ALLENTOWN – YOUTH MINISTRY ACTIVITY
LIABILITY RELEASE & MEDICAL INFORMATION**

Participants Name: _____ Birth Date: _____ Gender: _____
Parent/Guardian's name(s): _____
Home phone: _____ Alternative phone: _____
Parent e-mail: _____

Event Description: <u>COAL YM Snow Tubing</u>
Date/Time: <u>Sun, Jan 20, 2019 6-9AM</u> Location: <u>Blue Mountain Ski Area</u>
Transportation Information: <u>HS + JR High by Youth Ministers, All others must provide</u>
Other details: <u>\$20 per person / Must RSVP by 1/18/19 3PM</u>

I (we), _____ grant permission for our child, _____ to
(Parent or guardian's name) (Child's name)

participate in this parish/school program. This activity will take place under the guidance and direction of parish/school employees and/or volunteers from (name of parish/school) St. Joseph PV, Summit Hill.
I also give my permission for my child's picture/video to be taken as a part of youth ministry activities & to be used in any promotion of parish youth activities including the website. *(Details regarding multimedia usage found on the back of this form)*

My (Our) child understands and agrees to abide by all rules and regulations established by the parish/school.

As parent(s) and/or legal guardian(s), I (we) remain legally responsible for any personal actions taken by my (our) child. In consideration for my(our) child's participation, I (we) and my (our) child, agree and understand that we assume the risks inherent in the program, and with full knowledge of the risks, we, and our heirs, successors and assigns, agree to release and to hold harmless and defend the <u>St. Joseph PV</u> Charitable Trust (school or parish name), The Diocese of Allentown, and its Bishop or Administrator, their respective charitable trusts, and the respective members, trustees, directors, officers, employees and representatives of those entities, including chaperones, volunteers or any other representatives associated with that activity (all of whom are separately and collectively referred to as the Diocese) from claims from or related to my (our) child's participation, or in connection with any illness or injury (including death) or cost of medical treatment in connection therewith, and I (we) agree to compensate the Diocese for reasonable attorney's fees and expenses incurred by the Diocese in any action brought against the Diocese as a result of such injury or damage, unless such claim arises from the negligence of the Diocese.
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MEDICAL MATTERS

I (we) hereby warrant that to the best of my (our) knowledge, my (our) child is in good health, and I (we) assume all responsibility for the health of my child. I (we) also hereby grant permission for non-prescription medication (such as ibuprofen, throat lozenges, cough syrup) to be given to my (our) child, if deemed appropriate.

Emergency Medical Treatment: In the event of an emergency, I (we) hereby give permission to transport my (our) child to a hospital for emergency medical or surgical treatment. I (we) wish to be advised prior to any further treatment by the hospital or doctor. In the event of an emergency, if you are unable to reach me (us) and the above numbers, contact:

Name & Relationship: _____ Phone: _____
Family Doctor: _____ Phone: _____

Medical Insurance Health Plan Carrier: _____

Group #: _____ I.D.#: _____

If your child is taking any medications or has and specific medical needs that should be brought to our attention (allergies, immunizations, dietary needs, physical limitations, exposure to contagious diseases (mumps, measles, etc.) please let us know by using the back of this form.

Form continued on the next page, signature required

MEDICAL MATTERS (CONT.)

Medications: My (our) child is taking medication at present. My (our) child will bring all such necessary medications, and such medications will be well-labeled. Names of medications and concise directions for seeing that the child takes such medications, including dosage and frequency of dosage, are as follows:

Specific Medical Information: The parish/school should be aware of the following medical conditions. (The parish/school will take reasonable care to see that the following information will be held in confidence.)

Allergic reactions (medications, foods, plants, insects, etc.):

Immunizations: (Date of last tetanus/diphtheria immunization):

Does child have a medically prescribed diet?:

Any physical limitations?:

Has child recently been exposed to contagious disease or conditions, such as mumps, measles, chicken pox, etc.? If so, date and disease or condition:

Other concerns (academic, physical, behavioral, intellectual, etc):

MULTIMEDIA USAGE

By signing these permission forms I/ we, hereby consent to the use of any video tapes, photographs, slides, audio tapes or any other audio or visual reproduction in which the above named individual may appear by the SCHOOL/PARISH running the trip and the Diocese of Allentown. I understand that these materials may be used for the promotional purposes including recruitment and fund-raising efforts or general publication. Promotion may include but is not limited to slide presentations, photo displays, Internet promotions, electronic multi-media or billboard display. I agree that the photograph/ image shall be free for use and release the SCHOOL/PARISH and the Diocese of Allentown, its employees, volunteers and agents for any liability connected with the use of said photograph or image.

We have read carefully this Youth Ministry Liability Release & Medical Information Form and agree to its terms and intend to be bound hereby:

Participants signature: _____ Date: _____
Parent/Guardian signature: _____ Date: _____
Parent/Guardian signature: _____ Date: _____

**BLUE MOUNTAIN RESORT SNOWTUBING
ACKNOWLEDGMENT OF RISKS AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT – READ IT**

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN SNOWTUBING AND LUGE AT BLUE MOUNTAIN RESORT, I AGREE THAT I WILL NOT SUE THE TUTHILL CORPORATION DBA BLUE MOUNTAIN RESORT, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "BLUE MOUNTAIN") AND WILL RELEASE BLUE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE BLUE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS BLUE MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN.

Notwithstanding the foregoing, if I sue Blue Mountain Resort, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Blue Mountain Resort and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that snowtubing, including the use of lifts, is a dangerous, high risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries.

I also acknowledge and understand that I am accepting AS IS the snowtube and any other equipment involved with this activity, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snowtubing facility. I agree and understand that snowtubing is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not participate.

I have read and understood the foregoing **AGREEMENT NOT TO SUE** and **ACKNOWLEDGMENT OF RISKS** and I am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.

I hereby give permission to receive a sms message from Blue Mountain Resort. This message will include the option to discontinue receiving sms messages from the resort.

Name _____ Phone # _____

Address _____ DOB _____

City, State & Zip _____

Signature _____ Date _____

Parent's Signature (If user is a minor) _____