

St. Thomas Syro-Malabar Catholic Diocese of Chicago
Office for the Protection of Children and Youth
372 S. Prairie Avenue, Elmhurst, IL 60126-4020



Indemnity for Forane/Parish Extended Programs

1. In consideration for receiving permission to participate in the (name of program) _____, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (Name of Parish) _____ and or the St. Thomas Syro-Malabar diocese or any of its subsidiaries, and hold harmless the program organizers or their heirs, sponsors, managers, or any officials associated to the institution where the event is organized, the institution itself or any other appointed supervisor from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or our use of the facilities contracted by (Name of Parish) _____ REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I am fully aware of the risks and hazards connected with the activities (Name of Program) _____, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property or myself. I understand that (Name of Parish) _____ and or the St. Thomas Syro-Malabar diocese or any of its subsidiaries does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.
3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age or am the parent/legal guardian of the participant(s)

_____ **and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I hereby agree and affirm that by signing I acknowledge that this my sole identity and have not falsely signed under a different name.**

I have signed this Waiver and Agreement under seal on this _____ day of _____, 20__.

PARTICIPANT / LEGAL GUARDIAN (IF THE PARTICIPANT IS UNDER 18 year of age.

Circle whatever is applicable:

1. I have signed this Waiver and Agreement under seal on this _____ day of _____, 20__ on behalf of my Son/Daughter
2. I understand that my son/daughter and the supervisors of the above program would strictly follow the guidelines set up by the Diocese
3. I hereby give permission to my son to act as a group leader, facilitator, referee, captains trainers or night supervisor
4. I permit my son/daughter to stay overnight in a public or private proprietary facility approved by the Diocese to house such gatherings under the public regulations with proper supervision of minors by VIRTUS trained and background checked adults. Housing of the minors is subjected to the guidelines set up by the Protection of Minors program of the diocese as attached herewith.

Full Name of Parent

Signature

Date

Guardian of:

1. _____
(Full name of the Child)

2. _____
(Full name of the Child)

3. _____
(Full name of the Child)



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Guidelines/Requirements for Overnight Accommodations for Programs Serving Minors

1. Leadership shall:

- a. Seek to assure that rooms at a retreat center or hotel/motel empty into interior halls that are lighted and secure.
- b. Seek hotels/motels with security officers on staff.
- c. House minors together according to gender.
- d. Ensure no adult rooms with a minor unless the two are related.
- e. Make rooming lists available to the chaperones and the hotel security officer.
- f. Take care to ensure a safe environment for showering, bathing, and dressing. Adults and minors shall do these activities at different times and, when possible, in different locations.
- g. Secure signed parent permission form, which outlines the exact nature of the activity and location prior to leaving on a trip. This includes day and overnight trips.
- h. All drivers, (Volunteers or otherwise) would have to have a copy of their driver's license and insurance card on the vehicle submitted to the Leader of the program for filing. They are also expected to take an on-line safe driving course in the particular state
- i. All chaperones and room supervisors are VIRTUS trained and background checked as per the diocesan regulations for the protection of the minors and youth and have a signed copy of the Receipt of Diocesan Code of Conduct and acknowledgement of Indemnity for the specific event in file.**
- j. All children under the age of 18 will be instructed in age appropriate touch safety instructions at the beginning of the program, retreat, or other activities.**
- k. For travel outside the country, it is highly recommended that worldwide travel insurance coverage is purchased 30 days prior to travel.

1. Maintain a roster of all the attendees with addresses, contact phone numbers, and health issues including the medications the minor will have to use during the program a copy of this will be made available to all chaperons. Other drugs and substances of abuse including alcohol is not allowed in the programs.

2. Dorm and Large Room Facility Settings

In addition to the above, in dorms or other large room facility settings where multiple participants are lodging overnight, a minimum of two adults are permitted to lodge in the same room as same-gender minors. They are encouraged to use the beds closest to the door and farthest away from minors.

3. Housing of a minor in a private home or facilities not approved for living for such purposes by the State Government and Federal Government.

4. Indoor and outdoor courts swimming facilities Public bathrooms etc. shall be inspected prior to the start of the programs with the view of child safety and every morning.