



First and Last Name of Participant: _____

GENERAL LIABILITY RELEASE FOR A MINOR PARTICIPANT

This GENERAL LIABILITY RELEASE FOR A MINOR PARTICIPANT (“Release”), is made and entered into by and between _____, a part of the Roman Catholic Diocese of Tulsa & Eastern Oklahoma, an Oklahoma not for profit corporation sole (together the “Diocese”), and the undersigned party (“Releasor”). The Diocese and Releasor may be referred to herein each as a “Party” or collectively as the “Parties.” This Release is effective as of the date listed below (“Effective Date”). The Diocese is providing a service, event, or activity, _____ (“Event”) and the Releasor desires for a minor under their care (“Participant”) to be involved in the Event. NOW THEREFORE, for the adequate and valuable consideration described herein, the Diocese and the Releasor hereby agree as follows:

- 1. **Permission:** I, the undersigned Releasor, the custodial parent and/or legal guardian of the Participant, have adequate knowledge about the Event provided by the Diocese and agree to all terms and conditions herein and hereby grant my permission for the Participant to participate in and attend the Event.
- 2. **Waiver and Release:** The Releasor hereby releases, forever discharges, and holds harmless the Diocese, and its successors, assigns, affiliates, directors, officers, employees, and agents, from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the involvement of the Participant in the Event, including all matters related to COVID-19, except to the extent arising out of the gross negligence or intentional misconduct of the Diocese. Releasor acknowledges he or she is releasing the Diocese from any and all liability for injury, illness, death, or property damage resulting from the Event to the fullest extent permitted by Oklahoma law.
- 3. **Assumption of Risk:** Releasor hereby acknowledges the risks, including all risks associated with potentially high-risk activities, e.g., sports, of having the Participant involved in any way in the Event and hereby expressly assumes any and all risk of injury, illness, and harm associated with the Participant engaging in the Event.
- 4. **Emergency Medical Care:** The Releasor hereby certifies that, to the best of his or her knowledge, the Participant is physically able to participate in the Event. If the situation arises that the Participant is in need of immediate emergency care, in the sole discretion of the Diocese, the Releasor consents to the Participant receiving emergency medical treatment. The Releasor accepts full responsibility for any and all costs associated with the medical care of the Participant. If the Releasor is aware of any medical conditions, e.g., food or other allergies, adverse reactions, disabilities, or other condition of the Participant that the Releasor believes should be disclosed to the Diocese in order to care for the Participant while entrusted into diocesan care, the Releasor may list and explain as follows:

Emergency Contact Name: _____ Telephone Number: _____

Emergency Contact Name: _____ Telephone Number: _____

5. **Media Release:** The Releasor understands that the Event may be photographed, videotaped, or recorded and hereby grants permission to the Diocese to use the image and likeness of the Participant, in the sole discretion of the Diocese, in any and all diocesan media. Parties agree that compensation for the image and likeness of the Participant is limited to the adequate and valuable consideration described herein. Certain events, e.g., the Holy Mass and other large scale events, should be considered public events. Whether the Releasor consents to this Media Release does not affect the ability of the Participant to engage in the Event. The Releasor consents to this Media Release unless otherwise marked to the contrary: I do not consent to this Media Release.

6. **Minors:** Releasor hereby agrees and understands that all provisions of this Permission Form, including but not limited to, **Section 2** and **Section 3** of this Permission Form, are also made on behalf of the Participant, a minor, entrusted to their care, to the fullest extent permitted by Oklahoma law. Releasor agrees to help assist, explain, and stress the importance of any rules, guidelines, or behavioral standards of the Diocese to the Participant, as age appropriate. In addition to any parochial policy, the Diocese does not permit the Participant to (a) possess, obtain, use, or abuse alcohol, tobacco, or any other illegal substances; or (b) possess, obtain, or use a weapon of any kind,



including pocket knives. Releasor understands that violation of either parochial or diocesan standards may result in discipline including and up to being prohibited from attending or otherwise engaging in the Event.

7. **General Provisions:** This Release contains the entire agreement and understanding among the Parties and supersedes all prior and contemporaneous agreements and understandings. The provisions of this Release are independent of and severable from each other, and no provision will be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part. This Release is governed by the laws of the State of Oklahoma. Parties stipulate venue is proper in a Court of competent jurisdiction in Tulsa County and each Party waives any objection to such venue. The paragraph or section titles herein are for convenience only and do not define, limit, or construe any contents of such paragraphs or sections.

I, the undersigned Releasor, certify that I have read this Release in its entirety, that I am aware this is a waiver and release of liability and a legally binding contract, and that I am at least eighteen (18) years of age. I sign this Release voluntarily and of my own free will on my behalf and on behalf of the Participant. I understand that this Release is **mandatory** for the Participant to be able to participant in the Event.

Printed Name of Releasor

Signed Name of Releasor

Date Signed (“Effective Date”)

Telephone Number of Releasor

Document Retention Policy: Diocesan entities are required to store and otherwise retain this document for a period of two (2) years from the year the minor listed herein reaches the age of eighteen (18) years old. A digital copy of this document is sufficient for the purposes of this retention policy. This document, hardcopy or digital, may be provided to the Chancery for storage at the discretion of the diocesan entity.

Office of the Chancellor & In-House Counsel • August 19, 2020 • Optional Memorial of St. John Eudes, priest