## STEUBENVILLE YOUTH CONFERENCES 2024 RELEASE AND WAIVER OF LIABILITY AGREEMENT

As a parent or legal guardian of the above-named my child, in consideration of the acceptance of my child's participation in the 2024 Rochester or St. Paul or Joliet Steubenville Youth Conference ("SYC"), sponsored by Partnership for Youth, a Minnesota nonprofit corporation ("PFY"). I hereby acknowledge, agree, and consent to the following:

1. <u>Program.</u> I acknowledge and agree that the nature and extent of the SYC have been explained fully to me. I understand this *SYC 2024 Release and Waiver of Liability Agreement* ("Agreement") covers known and unknown risks and activities involving my child's participation in SYC, including but not limited to activities of any kind and whether such activities take place directly or indirectly in conjunction with SYC.

I also understand that voluntarily traveling to and attending SYC may involve specific risks to my child associated with attending a large youth conference and participating in its various sponsored activities, including without limitation, multiple large and small group gatherings, praise and worship services, indoor and outdoor recreational activities, and community service and ministry outreach in the greater community (including the transportation to and from these service and ministry sites).

I am also aware of and understand my child's risk of serious injury or death associated with my child's participation in some of these activities, including without limitation, transportation to and from SYC-related activities, tourist excursions in or about the greater community, exposure to infectious diseases (such as COVID-19), severe weather conditions, and/or random acts of violence (all listed activities above are hereafter collectively referred to as "Activities").

2. Assumption of Risk and Release. I am aware and understand that these Activities may be inherently dangerous and may expose my child to a variety of foreseen and unforeseen hazards and risks. I also understand that certain risks beyond the reasonable control of PFY, its officers, directors, volunteers, and agents in connection with SYC, the Diocese of Joliet, the Archdiocese of St. Paul/Minneapolis, the Diocese of Winona-Rochester, the University of St. Thomas, Mayo Civic Center, Lewis University, and as well as participating churches and local community organizations in the greater area, and their respective officers, directors, volunteers, and agents, and chaperones, or representatives associated with the SYC (hereafter collectively included as part of "PFY"), including but not limited to accidents, emergencies, exposure to reckless conduct of other persons, and/or negligence of security and medical personnel, and that PFY disclaims any and all responsibility for any such risks. I agree to fully cooperate with PFY personnel to minimize the above-listed risks, including but not limited to prompt disclosure of any future health-related issues related to my child's full ability to participate in SYC.

In consideration for my child's participation in SYC and signing this Agreement below, I hereby assume all responsibility for, release, waive, covenant not to sue, and forever discharge PFY from any and all liability, claims, demands, or causes of action of any kind whatsoever (including attorneys' fees), arising out of or in connection with my child's participation in SYC, or in connection with my child's travel to or attendance or participation in SYC, or the

Activities that my child may engage in while in the conference area, except for PFY's gross negligence or intentional misconduct in connection with SYC. In addition, and not by way of limitation, I further agree to abide by any terms and conditions imposed by PFY and agree not to sue or make claims against PFY for damages or other losses sustained as a result of my child's participation in SYC, including but not limited to the above-listed risks.

I understand that PFY does not assume any responsibility for or obligation to provide financial assistance or other assistance to my child, including but not limited to medical, health or disability insurance in the event of injury, illness, death, or property damage. I assume full responsibility for all medical bills, damages, or other losses of any kind associated with any serious illness, personal injury, permanent disability, bodily injury, death, or property damage while my child is participating in SYC. I accept these risks on behalf of my child with full awareness and understanding of these risks and knowing the only source of insurance available to my child must be provided by me, as we are not relying on any insurance provided by PFY.

- 3. <u>Indemnification of PFY</u>. In addition to the above release, I agree to indemnify, and hold PFY harmless from any and claims relating to, or arising from my child's participation in SYC, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim, including but not limited to attorneys' fees, and to reimburse PFY for any expenses whatsoever incurred in connection with an action brought by my child or on his/her behalf as a result of participating in SYC.
- **4.** <u>Known Medical Conditions.</u> I attest and certify that my child has no known medical, physical, psychological, or emotional conditions preventing him or her from safely participating in SYC. I further attest that any conditions that may impact my child's participation in SYC in any way have been disclosed, in writing, to the sponsoring church or organization under whom my child is attending SYC.
- 5. <u>Medical Treatment</u>. On behalf of my child, I consent to and authorize any medical, surgical, diagnostic, or dental treatment that may be deemed necessary for my child in the event of an injury or emergency. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation received by my child. I hereby release, forever discharge, and hold harmless PFY. from any claim whatsoever in connection with such treatment or other medical services.

I understand that volunteer medical personnel may be present at SYC, but that such personnel will only be providing basic medical care, and any significant medical issues that arise will be addressed at a local clinic or hospital. my child and I hereby forever release, acquit, discharge and covenant to hold harmless PFY and said health care professionals from all actions, damages or liabilities arising out of the treatment of any illness, injury, or accident incurred during SYC, whether by volunteer medical personnel in SYC or any subsequent medical care received at a hospital or clinic. I further agree that PFY will incur no liability whatsoever while attempting to meet the medical needs my child may require during SYC.

**6. Return Costs.** I hereby assume responsibility for any and all costs to transport my child home (e.g., return home) from SYC under unplanned-for circumstances, including, disciplinary action, illness, medical emergency, death, or at the discretion of PFY.

- 7. <u>Consent to PFY Authority</u>. Both my child and I expressly agree to abide by all rules and guidelines established by PFY for SYC, and to fully cooperate with all PFY leaders and others in a position of authority during SYC.
- 8. Extent of Release. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota, the State of Illinois, and any other state whose jurisdiction in which any action or claim may be raised based on my child's involvement in SYC, and that my child and I intend this waiver and release to be binding on my child, myself, and my child's family, estate, executors, heirs, successors, assigns, insurers, medical providers, and personal representatives. If any portion of this waiver and release is held invalid by any court, it is agreed that the balance shall continue in full legal force and effect. I agree that any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Hennepin County, State of Minnesota, and I hereby consent to the exclusive jurisdiction of such courts.
- **9.** Publicity Rights. I understand and agree that during SYC my child may be photographed and/or videotaped by PFY for internal and/or promotional use. I hereby grant and convey to PFY the right to use for any PFY purposes, any photograph, video, image, recording, or other likeness of my child in perpetuity without compensation or permission.
- **10.** <u>Communications.</u> I hereby give permission for PFY and its agents to communicate with my child about SYC via text message, telephone, and social media/networking sites.
- 11. <u>Transportation Consent</u>. I hereby give consent to PFY to transport my child to and from the Activities in a motor vehicle and I release PFY and its agents from any liability as addressed above. I understand that transportation may be provided by PFY staff or volunteers using PFY or personal vehicles. I acknowledge the risk of serious injury and/or death from transportation, including the following: whiplash; concussions and other head or spine injuries; traumatic brain injuries; skeletal and joint injuries, burns, crush, and soft-tissue injuries; and other motor-vehicle-related injuries.
- **12.** <u>Miscellaneous.</u> I hereby agree that this Agreement represents the full understanding between PFY and me, on behalf of my child. This Agreement supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and conditions.
- 13. <u>Understanding of the Parties.</u> I expressly agree that this Agreement, including the waiver, release, and assumption of risk agreement, is intended to be as broad and inclusive as permitted by law. I certify that I HAVE CAREFULLY READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT PARTICIPANT AND I ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PARTNERSHIP FOR YOUTH AND SIGN THIS AGREEMENT OF MY OWN RESPECTIVE FREE WILL.

## AGREED AND ACCEPTED:

PARENT OR LEGAL GU	JARDIAN:
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As a parent or legal guardian of the and fully understand its contents.	above-named minor child, I have caref	fully read this agreement
Printed Name of Additional Parent/Legal Guardian	Signature of Parent/Legal Guardian	Date
Address		Phone Number