

Release of Liability & Medical Consent

In consideration of being allowed to compete and participate in any extracurricular/athletics/sports programs of the Diocese of Fort Worth ("Diocese") or its schools or parishes, including practices, travel, competitions, games, and all other related events and activities (collectively, the "Program"), the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury or illness from participating in the Program is significant, including the potential for paralysis or death, and while particular rules, equipment, proper technique, and personal discipline may reduce the risk, the risk still exists;
 2. The risk of having contact with individuals or objects that have been exposed to or infected with diseases or viruses, including COVID-19, does exist, and it is impossible to eliminate that risk. I acknowledge that coaches/volunteers may have to make appropriate physical contact with Participant to perform their role as coach/volunteer assisting in Program;
 3. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I ASSUME ALL RISKS AND RESPONSIBILITY for Participant participating in the Program;**
 4. I agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard, I will remove myself from participation and immediately notify a school/diocesan official;
 5. I understand that I am responsible for evaluating participant's fitness to participate in the Program and for all insurance to cover their participation in the Program, and I certify that the participant is fit to participate in the Program; and
 6. **I, FOR MYSELF AND MY HEIRS, SUCCESSORS, ASSIGNS, PERSONAL REPRESENTATIVES, AND ALL THOSE CLAIMING BY OR THROUGH ME, AND ON BEHALF OF MY SPOUSE, WAIVE AND RELEASE ALL CLAIMS, NOW KNOWN OR HEREFTER KNOWN, AGAINST THE DIOCESE, ITS SCHOOLS AND PARISHES, AND THEIR OFFICERS, OFFICIALS, EMPLOYEES, AGENTS, VOLUNTEERS, AND AFFILIATES (COLLECTIVELY, THE "RELEASEES"), ON ACCOUNT OF INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO PARTICIPANT'S PARTICIPATION IN THE PROGRAM, WHETHER ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY CLAIM AGAINST RELEASEES AND FOREVER RELEASE AND DISCHARGE RELEASEES FROM LIABILITY UNDER SUCH CLAIMS.**
- I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, DAMAGES, OR COSTS OF WHATEVER KIND, INCLUDING ATTORNEY FEES AND COSTS OF ENFORCING THIS AGREEMENT, ARISING OUT OF OR RESULTING FROM ANY CLAIM OF PARTICIPANT, OR A THIRD PARTY, RELATED TO PARTICIPANT'S PARTICIPATION IN THE PROGRAM.**
7. If any representative of the Diocese, or any of its schools or parishes, judges the participant needs immediate care or treatment as a result of injury or illness, I request, authorize, and consent to such care/treatment as may be given by a physician, trainer, nurse, or school/diocesan representative, and I agree to indemnify, hold harmless, and release Releasees from any and all claims by any person whomever on account of such care/treatment, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**. Permission is granted to the attending physician to proceed with any medical or minor surgical treatment, including x-ray examination, for the participant. In the event of serious illness or injury requiring major surgery, an attempt will be made by the attending physician to contact me in an expeditious way. If said attempt is unsuccessful, the treatment necessary for the best interest of participant may be given.
 8. If any term or provision of this Release of Liability & Medical Consent ("Agreement") or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent, then the remaining terms and provisions and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas. I agree that any claim or cause of action arising under this Agreement may only and exclusively be brought in the federal and state courts located in Tarrant County, Texas.

I have read this Release of Liability & Medical Consent, fully understand its terms, understand that I have given up rights by agreeing to it on my own behalf or on behalf of the youth Participant in consideration for Participant being allowed to participate in the Program, and I sign it freely and voluntarily without inducement and agree to be bound by it.

NAME OF PARTICIPANT: _____

PARENTS/LEGAL GUARDIANS OF YOUTH PARTICIPANT		
Parent/Guardian Signature	Printed Name	Date
Parent/Guardian Signature	Printed Name	Date

ADULT PARTICIPANT (Age 18+)		
Participant Signature	Printed Name	Date