

LIABILITY WAIVER AND PERMISSION FORM FOR MINORS PARTICIPATING IN TORCH 2023

(For those under 18 years of age)

Instructions: A copy of this waiver must be completed for each child traveling to TORCH. Each child must submit a completed copy of this form online during the registration process, or the child will not be permitted to attend TORCH. Because it contains emergency contact information, it is advisable to keep an additional personal copy of this waiver in the child's name badge during the gathering.

Nature of the Event: I understand the nature of this gathering is a private event sponsored by the Diocesan Youth Apostolate (DYA) of the St. Thomas Syro-Malabar Diocese of Chicago. It will be held at the Texas Baptist Encampment Site, located in St., Palacios, TX from December 26th – 29th, 2023. Youth will attend over four days (three nights), and as a condition of using the facilities, the camp site (Texas Baptist Encampment facility) may require the gathering to retain security whose actions may be beyond DYA's control. The gathering will officially be in session from the evening of December 26th, 2023, till noon on December 29th, 2023.

Nature of Risks: I understand that voluntarily traveling to and attending a gathering of this nature may involve certain risks beyond the reasonable control of the DYA, its National Team, volunteers, and agents in connection with the conference, including but not limited to, accidents, emergencies, exposure to reckless conduct of other persons, and/or negligence of security and medical personnel, and that the DYA et al. disclaim any and all responsibility for any such risks. If during any break in the gathering there is an opportunity to participate in recreational or other activities in, or outside, the facility, participants do so at their own risk and are subject to all terms and conditions set by any recreational setting or another provider.

Waiver of Liability/Hold Harmless: By signing this liability waiver, I agree and acknowledge that I may be giving up important legal rights and remedies available to myself, my family, my heirs, successors, and assigns. I agree on behalf of myself, my child's other parent if known or living, my child named herein, and our heirs, successors, and assigns ("Our Behalf") that I assume all risks and waive any liability of any nature whatsoever against and agree to hold harmless the Diocesan Youth Apostolate (DYA), the St. Thomas Syro-Malabar Diocese of Chicago, and all affiliates, with respect to any and all actions, claims or demands that may be made or brought on our behalf against the DYA or its affiliates, arising out of, or in connection with, my child's travel to/from or attendance at TORCH, or any other activity my child may engage in while at the facilities. In addition, and not by way of limitation, I further agree to abide by any terms and conditions imposed by name badges or credentials, e.g., permission to photograph. Further, for value received, for any injury to third parties that may arise because of my child's actions or omissions, I agree to hold harmless and defend the Diocesan Youth Apostolate (DYA) and its affiliates, with respect to any and all actions, claims, expenses, or demands arising therefrom that may be made or brought against the Diocesan Youth Apostolate

(DYA), including but not limited to reasonable attorneys' fees and expenses arising in connection therewith.

Media Release: I hereby give the DYA the right and permission to publish, use photographs or video, and/or audio recordings of myself. I understand that such reproductions could be used to publicize or promote the DYA and/or St. Thomas Syro-Malabar Diocese of Chicago through their own/affiliated media productions (DYA/Diocese Website, social media, printed and/or online brochures, reports, promotional videos, broadcasting services, etc.). I waive any right to inspect and/or approve the finished product and do release DYA and the St. Thomas SyroMalabar Diocese of Chicago from any liability by virtue of distortion by processing. I further agree that these items may be used for publication, broadcast or reproduction without limitation or reservation or any fee.

Medical Permissions (Limited): As a condition for attending TORCH at the Texas Baptist Encampment in Palacios, TX, I grant permission to the DYA in the event of an emergency or accident for emergency medical care to be administered to my child within the Facilities and/or during or after transportation to a hospital or doctor for emergency medical care. I further understand that I remain responsible for my child's medical expenses. In the event it comes to the attention of the medical personnel that my child complains of illness, I grant permission for non-prescription medication (such as aspirin, throat lozenges, cough syrup) to be given to my child by medical personnel.

TORCH Code of Behavior for Youth:

Parent/Guardian: I agree to instruct my child to abide by all rules and regulations as outlined in the DYA Participant Code of Conduct (the "Code"). I understand that if I have not heretofore seen the Code, it is my duty to seek a copy of the Code and to have reviewed it and explained it to my child prior to signing this waiver. I agree that if my child fails to abide in any way by the Code, my child can immediately be dismissed from TORCH and sent home at my expense for the immediate transportation home with no right of reimbursement or refund for any amount in connection therewith from the Diocesan Youth Apostolate (DYA).

Initials of Parent/Guardian _____

Participant: As a participant in the Conference, I understand and agree to conform to the DYA Participant Code of Conduct. I also understand and agree that my parent/guardian will be notified at the time of any infractions requiring my dismissal from TORCH and that I will be sent home at my parent's/guardian's expense. Among other things, being found with any alcoholic beverages, drugs, or weapons is cause for automatic dismissal from TORCH.

Initials of Youth _____

Conference Fee Nonrefundable: I agree that if my child suffers an illness requiring dismissal from TORCH, if there is an accident/emergency requiring dismissal of my child from the gathering, if my child commits an infraction of the Code, AND/OR if the gathering must be

discontinued in event of an accident or emergency, my child must return home at my expense, and I assume the risk of any loss of any nonrefundable or additional costs associated with travel and fees for the conference.

I have carefully read and reviewed this Waiver, Release, and Hold Harmless Agreement. I fully understand the consequences of and sign this LIABILITY WAIVER AND PERMISSION knowingly, freely, and willingly.

In consideration of the permission granted by the DYA and the St. Thomas Syro-Malabar Diocese of Chicago in allowing me, _____ (Printed First and Last Name), a legal minor, to participate in TORCH, a youth gathering hosted by the Diocesan Youth Apostolate (DYA) of St. Thomas Syro-Malabar Diocese of Chicago South Region, I (together with my parent or guardian) represent and agree, on behalf of myself and my heirs, assigns, and any other person proclaiming by, under or through me, as follows:

1. I acknowledge that participating in TORCH involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or hardship which arise during or result from my participation in TORCH, regardless of whether caused in whole or in part by the negligence or other fault of the DYA or the St. Thomas Syro-Malabar Diocese of Chicago, and/or its or their departments, affiliates, employees, officers, agents or insurers ("Released Parties").
2. I waive, release, and discharge all claims against any of the Released Parties for any injuries, damages, property damage, losses or other claims of any type, whether known and unknown, which will arise during or result from participation in TORCH regardless of whether or not caused in whole or part by the negligence of other faults of any of the Released Parties.
3. I agree to all the conditions listed above in this waiver, as well as those listed in the Code of Conduct. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorney's fees and other litigation costs or expenses) incurred by any of the Released Parties as a result of any claims or suite that I (or anyone claiming by, under or through me) may bring against the DYA to recover any losses, liabilities, costs, manages, or expenses which arise during or result from my participation in TORCH, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

4. EXECUTED this day: _____/_____/_____ (date)

Participant Name (Printed):	
Participant Phone Number:	

Parent/Guardian Name (Printed):	
Parent/Guardian Phone Number:	