

MOUNT CARMEL ACADEMY OUT-OF-SCHOOL ACTIVITY PERMISSION FORM

Group or Club Name: Student Council

Type of Activity: Student Leader's Retreat

Location: Mount Carmel Academy

Date of Activity: September 27 - 28 2024

Time of Event: 7 PM - 11 AM

Teacher(s) in Charge: Madison Hannan, Megan Spruell, Merritt Lota

Number of Students Participating: 150

Educational Purpose of this Activity: Students will come together to learn about valuable leadership skills while meeting local leaders from the school with small group time and leadership activities.

Date: 8/12/24 Principal's Signature: [Handwritten Signature]

SECTION TO BE COMPLETED BY A PARENT OR LEGAL GUARDIAN

I, \_\_\_\_\_, the parent/guardian of request that Mount Carmel Academy allow my child/ward to participate in the activity described above.

TERMS & CONDITIONS OF PARTICIPATION:

Violations of civil law, use of alcohol or drugs, and other serious infractions of Mount Carmel Academy's rules may result in my child/ward being dismissed from this activity. In the event of dismissal, I agree that it is my responsibility to arrange for my child's/ward's transportation home and to assume all costs related to her travel.

MODE OF TRANSPORTATION: (All Drivers must submit Use of Personal Vehicle Form, Driver's License, and Insurance Card.)

- My daughter will ride with me, the undersigned.
My daughter will ride with \_\_\_\_\_
Other

RELINQUISHMENT OF CLAIMS: To the fullest extent allowed by law, I/We recognize and acknowledge that there are risks in my child's/ward's presence and participation in the school sponsored program. I agree to indemnify, hold harmless, waive and relinquish any and all claims I may have against Mount Carmel Academy and its officers, agents, employees, representatives or volunteers (heretofore, School) arising out of, in connection with the transportation to and/or from the event, or any activity my child/ward participates in while attending the school sponsored program, except for claims arising out of the sole or gross negligence and willful and wanton misconduct of the School its employees and representatives.

MEDICAL RELEASE: Our permission is hereby given to the school representative of School to authorize, by his/her signature, whatever medical or surgical treatment may be considered necessary or advisable by the physician or nurse in attendance in the event of an accident or medical emergency involving:

STUDENT'S NAME: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT/GUARDIAN (name Typed or Printed) \_\_\_\_\_ Contact telephone no. \_\_\_\_\_

DATE: \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ (Parent or Guardian)

(Attached is a copy of my child/ward's current health benefit medical card. Failure to attach acknowledges that Mount Carmel Academy is not responsible for delay or denial of care when presenting to a health care provider or facility for treatment.)

Company Name and Type of Plan: \_\_\_\_\_

Individual to Contact in Case of Emergency: \_\_\_\_\_ (Name) \_\_\_\_\_ (Telephone)

FAMILY PHYSICIAN: \_\_\_\_\_ PHONE: \_\_\_\_\_ CITY: \_\_\_\_\_

ALLERGIES, REACTIONS OR OTHER COMMENTS: \_\_\_\_\_

ATTENTION: STUDENTS THAT FAIL TO SUBMIT THIS FORM BY THE REQUIRED DATE AND THOSE WHO SUBMIT A FORM THAT IS NOT COMPLETED IN ITS ENTIRETY WILL NOT BE ALLOWED TO PARTICIPATE IN THIS ACTIVITY. Last Updated 08/03/2016

**ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY**

ALL STUDENTS MUST HAVE A COMPLETED TWO PAGE RELEASE FORM AND IF SHE IS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

PLEASE READ CAREFULLY BEFORE SIGNING THIS ACKNOWLEDGEMENT, WAIVER, AND RELEASE FROM LIABILITY.

In consideration for my participation at the Student Leaders Retreat, I agree to the following terms for myself, or my child:

1. **ASSUMPTION OF THE RISK.** The undersigned assumes all risks which are foreseeable and involved with or may arise out of her voluntary participation in Activity or his or her child's voluntary participation in Activity including, but not limited to traveling by plane, train, bus, other vehicle, eating and sleeping arrangements, walking, running, being in a strange environment, use of work-out equipment, pool, other equipment in different hotels. The risk involved with the activity itself, may be bodily injury, death, property damage, slips, trips, falls, cuts, burns, breaks, sprains, stress related disorders, heat exhaustion, vehicle or transportation accidents, getting lost, fleeing the group and the negligent and or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises or the unavailability of emergency care, those risk factors involved with the use of cardiovascular and/or weight equipment, group fitness, physical sports, weight and cardiovascular training, and any other programs and services available. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of Mount Carmel Academy
2. **RELEASE.** The undersigned releases Mount Carmel Academy and all of its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in my voluntary participation in the Activity, or my child's voluntary participation in Activity including, but not limited to traveling by plane, train, bus, other vehicle, eating and sleeping arrangements, walking, running, being in a strange environment, use of work-out equipment, pool, other equipment in different hotels, bodily injury, death, property damage, slips, trips, falls, cuts, burns, breaks, sprains, stress related disorders, heat exhaustion, vehicle or transportation accidents, getting lost, fleeing the group, the use of cardiovascular and/or weight equipment, group fitness, physical sports, weight and cardiovascular training, and any other programs and services available at Mount Carmel Academy and/or activities occurring upon the Activity including those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.
3. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.
4. **INDEMNITY AND DEFEND.** The undersigned agrees to indemnify and defend Mount Carmel and all of its parent companies/entities, subsidiary companies/entities, affiliate companies/entities, directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, injury or death that may result to the undersigned, the undersigned's child, or anyone else.
5. **REPRESENTATIVES.** The undersigned enters into this agreement for him/herself, his/her heirs, assigns and legal representatives.

\_\_\_\_\_

Date

\_\_\_\_\_

Initials

6. **INSURANCE.** The undersigned understands that Mount Carmel does not carry insurance to cover any possible losses the undersigned and/or the undersigned's child may incur as a result of his or her voluntary participation in Activity or his or her child's voluntary participation in Activity. The undersigned, or the undersigned's child, is encouraged to have a medical physical exam and purchase health insurance prior to any and all participation.
7. **MEDICAL CARE:** I understand and agree that Mount Carmel Academy may not be able to provide medical personnel at all times. I hereby give my consent to have an athletic trainer, a fellow participant and/or student, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel to provide me (or my child) with medical assistance and/or treatment and agree to be financially responsible for the cost of such assistance and/or treatment. I also agree to save and hold harmless and indemnify Mount Carmel Academy from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon Mount Carmel Academy because of any defect in or lack of such capacity to so act or caused or alleged to be caused in whole or in part by the negligence of the released parties.
8. The protections provided by this Assumption of Risk, Waiver, and Release from liability only enhance those protections already provided by the laws of Louisiana and the states visited.
9. **SEVERABILITY:** If any provision of this Contract is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Contract.
10. **ACKNOWLEDGEMENT.** THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HER PARTICIPATION IN ACTIVITY OR HIS OR HER CHILD'S PARTICIPATION IN ACTIVITY IS VOLUNTARY.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME OF STUDENT: \_\_\_\_\_

Last Updated 08.03.2016