

THE OHIO SOCIETY OF THE CHILDREN OF THE AMERICAN REVOLUTION
MEDICAL PERMISSION AND RELEASE OF LIABILITY FORM
For members and guests. Parent/guardian signature required for dependent under 18.

(the "Scheduled Event")

In exchange for participation in the activity of the event named above, organized by The Ohio Society of the Children of the American Revolution, 1776 D St NW, Room 224, Washington, DC, 20006 and/or use of the property or facilities owned, leased, rented or used by The Ohio Society of the Children of the American Revolution, I, _____
(Parent/Guardian's Name) agree for myself and (if applicable) for the members of my family, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by The Ohio Society of the Children of the American Revolution, or the employees, representatives or agents of The Ohio Society of the Children of the American Revolution.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above-referenced Scheduled Event and/or any other activity held on the property or facilities of The Ohio Society of the Children of the American Revolution, and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge The Ohio Society of the Children of the American Revolution for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of The Ohio Society of the Children of the American Revolution, whether incurred pursuant to the Scheduled Event or otherwise, and whether caused by the fault or negligence of myself, my family, The Ohio Society of the Children of the American Revolution or other third parties.

3. INDEMNIFICATION. I agree to indemnify and defend The Ohio Society of the Children of the American Revolution against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of The Ohio Society of the Children of the American Revolution, including, but not limited to, claims or actions arising from the negligence of The Ohio Society of the Children of the American Revolution.

4. FEES and COSTS. I understand that I am responsible for all costs incurred in connection with the Scheduled Event, including all transportation, lodging, meals and other incidental expenses. I agree to pay for all damages to the facilities of The Ohio Society of the Children of the American Revolution caused by any negligent, reckless, or willful actions by me or my family.

5. CONSENT (required for all minor children). I, _____ (Parent/Guardian's Name),
_____ (address),
consent to the participation of my child, _____ (name of child), in
the Scheduled Event, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of the above-named child.

I also consent and give permission to _____, a person of the full age of majority residing at _____, who may be contacted by phone at (_____) _____, to be my dependent's chaperone during the Scheduled Event with the authority to act in my place, including permission to take him or her to a dental or medical professional in case of an illness or emergency.

I also consent and give permission to _____, a person of the full age of majority residing at _____, who may be contacted by phone at (_____) _____, and having a current and valid driver's license bearing the number _____, to drive my dependent to, during and from the Scheduled Event.

6. MEDICAL AUTHORIZATION. In the event of an injury to the above minor during the above described activities, I give my permission to The Ohio Society of the Children of the American Revolution or to the employees, representatives or agents of The Ohio Society of the Children of the American Revolution to arrange for all necessary medical treatment **for which I shall be financially responsible.**

This temporary authority will begin on _____ and will remain in effect until terminated in writing by the undersigned or when the activities related to the Scheduled Event are completed; provided, however, that such temporary authority will be automatically re-established at any time subsequent to this Agreement or the Scheduled Event whenever I or my

family re-enter or re-use any of the property, facilities, or services of The Ohio Society of the Children of the American Revolution. The Ohio Society of the Children of the American Revolution, acting through the senior leader in charge of the event, shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation, including prescription and non-prescription medicine; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. OTHER INFORMATION. Home Phone: (____) _____ Work Phone: (____) _____ Cell Phone: (____) _____

Insurance Company: _____ (provide copy of card)

Policy Number: _____ Insurance Co. Telephone: _____

Physician: _____ Address: _____ Telephone: _____

Known Allergies, conditions, special needs and any medications being taken (prescribed & over the counter):

8. APPLICABLE LAW. Any legal or equitable claim that may arise from any provisions of this Agreement, participation in the above-referenced Scheduled Event, or otherwise shall be resolved under District of Columbia law.

9. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that The Ohio Society of the Children of the American Revolution has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement prior to the start of the Scheduled Event.

10. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

11. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

12. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the Alternative Dispute Resolution (ADR) procedure in this paragraph. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction. By signing this Agreement, I understand that I am waiving any right to a jury trial in the event of a dispute.

13. EMERGENCY CONTACT. In case of an emergency, please call _____
(Relationship) _____ at (____) _____ (Day), or (____) _____ (Evening)

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Signature

Date

Edited on September 10, 2021