



## LOYOLA ACADEMY ROWING ASSOCIATION (LARA)

### MEDICAL & EMERGENCY AUTHORIZATION, RELEASE AND INDEMNITY AGREEMENT

1. In the event of an emergency and/or other condition necessitating medical attention, I authorize LARA and its respective directors, officers, coaches and/or designated-chaperones (a '*LARA Representative*') to facilitate the provision of emergency and other appropriate medical treatment of any injury or illness my child may sustain and I hereby grant permission to qualified medical personnel to provide such treatment to my child as they deem necessary or appropriate including without limitation hospitalization, medical tests, injections, the provision of anesthesia and surgery.
2. I agree that any of the 'emergency contacts' listed on my Rower Registration form and/or set out below herein may be notified in an emergency, as needed. I also authorize LARA Representatives to release my child to any person listed as an 'emergency contact' for any reason.
3. I understand and agree that it may be difficult or impossible to contact my emergency contacts in moments when urgent decisions are required to address an emergency health condition and/or other condition(s) necessitating immediate medical attention, and accordingly, I expressly agree to the following:
  - a. If, in the judgment of a LARA Representative, emergency medical treatment is needed, I authorize them to contact and exchange information with any medical doctors.
  - b. If, in the judgment of a LARA Representative emergency treatment is needed, I authorize them to transport my child to a hospital or medical treatment facility and to consent to emergency treatment if I or my listed emergency contacts cannot be contacted.
  - c. I agree and authorize that my child may be transported in a commercial ambulance, or a privately owned automobile, according to the judgment of a LARA Representative.
  - d. I agree and authorize that my child may be released into the care of medical professionals at a hospital or medical treatment facility, and to consent to such medical professionals rendering whatever emergency treatment they deem to be best interest of my child at the time, if I or my listed emergency contacts cannot be contacted at such time.
  - e. I agree and authorize that my child may be re-released from the care of medical professionals at a hospital or medical treatment facility back to a 'Lead LARA Representative' (as listed below) after medical treatment has been rendered, if in the reasonable opinion of such medical professional(s) my child is capable of being safely released at such time.
  - f. I authorize LARA to obtain and release information regarding my child's protected health information and any related information relating to any injury or illness while my child is a LARA athlete. This protected information may be released by a LARA Representative to health care providers, hospitals, medical clinics, laboratories, coaches insurance companies and school administrators. To the extent my child's health information may be deemed protected by federal regulations under the Health Insurance Portability and Accountability Act ('HIPPA'), by signing below, I authorize disclosure of such information under HIPPA.

- g. I authorize LARA Representatives to administer acetaminophen (Tylenol), Ibuprofen (Motrin, Advil) or Benadryl to the below named student-participant) in approved doses: **Yes** \_\_\_ **No** \_\_\_ (please check one).
4. In consideration of my minor-child being given the opportunity to participate in LARA activities including without limitation practices, regattas, spring-training, team scrimmages, related travel and accommodation, and planned social events (hereinafter each an 'Activity' and collectively 'Activities'), I, on behalf of myself, my participating child, and any legal representatives, heirs and assigns:
- a. acknowledge, agree and represent that I understand the nature of the Activities, both on-water and land-based, and that my child is qualified, in good health, and in proper physical condition to participate in such Activities;
  - b. fully understand that: (i) the Activities involve risks and dangers of, *inter alia*, serious bodily injury, including permanent disability, paralysis and death ('Risks'); (ii) Risks and dangers may be caused by my child's own actions or inactions, the actions or inactions of others participating in the Activity, the condition(s) in which the Activity takes place, or the negligence of the Releasees (defined below); (iii) there may be other Risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I, my child and/or our family may incur as a result of my child's participation in the Activity;
  - c. agree and warrant that I will examine and inspect each Activity in which my child takes part as a member of LARA and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse for my child to take part in the Activity until the condition has been corrected to my satisfaction;
  - d. hereby release, discharge, and covenant not to sue LARA, its administrators, directors, trustees, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers (and if applicable, owners and lessors of premises, on which any Activity takes place) (each hereinafter a 'Releasee'), from any and all liability, claims, causes of action, demands, losses or damages (present or future, known or unknown, anticipated or unanticipated) on my or my child's account caused or alleged to be caused by or arising from or relating to, in whole or in part, his / her participation in Activities (including arising from or relating to the negligence of a Releasee); I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any Releasee, I will indemnify and save and hold harmless each such Releasee(s) from any litigation expenses, attorney fees, loss, liability, damage, or cost, which any may incur as a result of such claim; and
  - e. expressly agree to indemnify and hold harmless and/or reimburse LARA for any and all medical costs or expenses that may be incurred arising from or relating to an emergency and/or other condition necessitating medical attention involving my child.
5. In respect of Activity-related travel, I hereby grant permission for my child to:
- a. travel to and/or from Activities with a LARA Representative in LARA's procured vehicles (coach bus or rental vehicle) or in any privately-owned vehicle of a LARA Representative;
  - b. travel in any other student's vehicle provided that such student vehicle transport shall be limited exclusively to travel to and from practices; **Yes** \_\_\_ **No** \_\_\_ (please check one); and

- c. transport other students to and from practice(s) in our family car; **Yes** \_\_\_ **No**\_\_\_ (*please check one*).

The parties to this release hereby agree that the interpretation and enforceability of this release shall be governed by the laws of the State of Illinois. I expressly agree that this agreement is intended to be as broad and inclusive as permitted by applicable law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The acknowledgement of risk, consent to participate in Activities, medical treatment consent, release and waiver, and all other provisions of this agreement, shall remain in effect until the earlier of (i) the one-year anniversary hereof or (ii) revoked in writing.

**I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS MEDICAL & EMERGENCY AUTHORIZATION, RELEASE AND WAIVER AGREEMENT AND AGREE TO ITS TERMS. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM LARA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE AS A RESULT OF PARTICIPATION IN ANY LARA ACTIVITY AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO LARA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).**

**EXECUTED INDIVIDUALLY AND ON BEHALF OF** \_\_\_\_\_  
(name of LARA student athlete), a minor, by:

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Date: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**EMERGENCY CONTACTS**

**[Note: To be completed by Parent / Guardian]**

Name	Relationship	Driver's License No.	Work Phone No.	Mobile Phone No.	Home Phone No.

