



## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION AND ARBITRATION AGREEMENT

The Roman Catholic Church of the Diocese of Baton Rouge (through its Office of Marriage & Family Life) (the “**Diocese**”) and Baton Rouge Right to Life (“**BR-RTL**”) are facilitating the 40 Days for Life Baton Rouge Prayer Event (the “**Campaign**”) which is scheduled to run from September 22, 2021 through October 31, 2021 from 7:00 am to 7:00 pm daily and will take place at Delta Clinic abortion facility, 756 Colonial Drive, Baton Rouge, LA (the “**Facility**”) and the vacant lot across the street (collectively, the “**Activities**”). In consideration of participating in the Campaign and Activities, the undersigned participant (“**Participant**”, “**I**” or “**me**”), individually and/or if the Participant is a minor, as the parent or legal guardian of the minor named below, agrees to the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risk, Indemnification and Arbitration Agreement (“**Agreement**”) to the fullest extent permitted by law, as follows:

- 1. Statement of Peace.** Participant hereby represents, warrants and agrees as follows: (a) I will only pursue peaceful solutions to the violence of abortion when volunteering with the Campaign; (b) I will show compassion and reflect Christ’s love to all abortion facility employees, volunteers, and customers; (c) I understand that acting in a violent or harmful manner immediately and completely disassociates me from the Campaign; and (d) I am in no way associated with the Facility, any abortion facility or their respective affiliates by way of employment, informant, volunteer, client, or otherwise. Further, while participating in the Activities, (i) I will keep moving at all times, and will be careful to yield to cars and pedestrians entering the parking lot; (ii) I will not obstruct the driveway, sidewalk or doorways; (iii) I will not physically touch anyone, even in a friendly way; (iv) I will not threaten or verbally abuse anyone; (v) I will not trespass on the private property of the Facility, which includes the parking lot or throwing anything into the Facility’s garbage cans; (vi) I will not litter at the Facility, at any other private property or on the public right-of-way; (vii) I will closely attend to, and shall remain responsible and liable for, any children I bring to the Activities; (viii) I will not vandalize any private or public property; (ix) I will park only in the areas that BR-RTL or the Diocese has designated and has been given permission to use; and (x) I will cooperate with federal, state and local authorities. The term “Participant”, as used herein, shall be deemed to include any minor participating in the Activities under the supervision of the undersigned.
- 2. Waiver and release of claims.** Participant voluntarily, fully and forever waives, releases and covenants not to sue BR-RTL, the Diocese and any of its church parishes, schools and other locations, and their respective members, directors, officers, clergy, parishioners, officials, owners, managers, directors, agents, representatives, employees, volunteers, invitees and/or other participants, and if applicable, owners and lessors of premises used to conduct the Activities (“**Releasees**”), from and against any and all claims, causes of action, losses, damages, injuries (including but not limited to bodily injury, pain, mental anguish and/or death), fines, penalties, costs, expenses, fees, payment or any other claims, both present and future, that may be made by Participant against any Releasee, arising out or in any way related to (a) the Campaign, the Activities, or Participant’s participation in any portion of the Activities, or (b) the condition of the premises, whether public or private, on which the Activities are conducted (it being agreed and acknowledged that neither BR-RTL nor the Diocese shall be responsible or liable in any way for the condition of such property, for the upkeep or maintenance of such property, or for any defects that could cause bodily harm including, without limitation, cracks in the sidewalk or holes in the ground that could cause injury). Participant understands this waiver and release is intended to be as broad and as inclusive as permitted by the laws of the State of Louisiana and agrees that if any portion hereof is held invalid, the remainder of the waiver and release will continue in full legal force and effect. Participant waives any right to recover any punitive or exemplary damages.
- 3. Assumption of risk.** The risks of injury and illness (including communicable diseases such as MRSA, influenza, and COVID-19) resulting from the Activities are or may be significant, including the potential for permanent paralysis and death. Participant understands that the risks of participating in the Activities may be both known and unknown. Participant knowingly and freely assumes all risks, both known and unknown, even if arising from the negligence of Releasees or others, and assumes full responsibility for Participant’s participation in the Activities.
- 4. Indemnification.** Participant agrees to indemnify, defend, and hold harmless Releasees for any and all claims, loss, injury, illness (including communicable diseases such as MRSA, influenza, and COVID-19), death, attorney’s fees, and/or expense, wherever, whenever, or however the same may occur, that Participant may suffer arising out of or in any way related to Participant’s participation in any portion of the Activities.

5. **Consent to authorize medical treatment.** Participant authorizes BR-RTL and/or the Diocese to obtain emergency medical treatment for Participant if Participant is injured during participation in the Activities. Participant agrees that Participant will be solely responsible for the payment of all medical costs incurred for any such emergency treatment. Notwithstanding the foregoing, neither BR-RTL nor the Diocese shall have any responsibility for security, protection from criminal acts, or medical or emergency services (whether on-site or off-site) to Participant in connection with the Activities.
6. **Consent to authorize photographs, videos, and recordings.** Participant understands that Participant may be photographed, videotaped, and otherwise recorded while participating in the Activities. Participant agrees on behalf of Participant that BR-RTL and/or Diocese may use Participant's name and likeness (in any form and without regard to distortions of character, form or color, or any other alteration) in photographs, videotapes, audiotapes, and other media, without providing any additional consideration to Participant or to any third party. Participant grants BR-RTL and Diocese permission to utilize Participant's name, image and/or likeness in any live or recorded audio, video or photographic display or other transmission or reproduction in whole or in part.
7. **Arbitration.** Participant agrees to submit any controversy, claim, or dispute arising from participation in the Activities to binding arbitration administered by the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction in East Baton Rouge Parish, Louisiana. The arbitrator shall have full and exclusive authority to decide all issues regarding the arbitrability of any controversy, claim, or dispute arising out of or in any way related to the Campaign, the Activities, or Participant's participation in any portion of the Activities. Each party shall pay one-half the costs of arbitration. The arbitration proceeding shall proceed before a single arbitrator in East Baton Rouge Parish, Louisiana.
8. **Severability.** This agreement shall be governed by the laws of the State of Louisiana. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect. Notwithstanding the foregoing, if any provision of this Agreement is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (a) such provision or part thereof shall, with respect to such circumstances, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (b) the invalidity or unenforceability of such provision or part thereof under such circumstances shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction and (c) such invalidity of enforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Agreement. Each provision of this Agreement is separable from every other provision of this Agreement, and each part of each provision of this Agreement is separable from every other part of such provision.

**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, INDEMNIFICATION AND ARBITRATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO PROCEED IN COURT, TO A JURY TRIAL, AND TO PUNITIVE DAMAGES AND EXEMPLARY, AND I SIGN IT FREELY AND VOLUNTARILY.**

Participant's Signature: \_\_\_\_\_

Print Participant's Name and Age: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

I certify and agree that I, as parent/guardian with legal responsibility for the Participant identified below, agree that all terms and conditions of this Agreement are binding on me as parent/guardian with legal responsibility for this Participant and on and as to my child/ward, including the risks of the Activities, and the waiver, release, assumption of risk, indemnification, and arbitration provided for in this Agreement, to the fullest extent permitted by law.

Parent/Guardian's Signature \_\_\_\_\_

Print Participant(s) Name and Age: \_\_\_\_\_

Print Parent/Guardian's Name: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

Emergency Phone Number: (\_\_\_\_\_) \_\_\_\_\_