

**Liability Waiver, Medical Care Consent and Media Consent Template**

**Version Date: March 8, 2022**

What follows is a Liability Waiver, Medical Care Consent and Media Consent developed by Social Impact Commons for one of our members. We suggest using a release such as this when a ‘Model A’ or ‘Model L’ fiscally sponsored project or an internal program of a nonprofit carries out any program involving youth participants. In the template you will see highlighted areas where information unique to your circumstances can be inserted. Additionally, each situation is different and the “Practice Points” positioned immediately following each pertaining section in ***bold italics*** are intended to help think through some decisions on structure and language.

**Your use of this template does not constitute legal advice from Social Impact Commons. Social Impact Commons is making this template available for informational purposes only. Different circumstances and jurisdictions may call for different language. Likewise, waivers are of varying enforceability depending on the jurisdiction you are in. We assist our members in tailoring this and other templates to their particular needs and always recommend working with qualified and local legal counsel when preparing agreements of this nature.**

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**Liability Waiver, Media Consent, and Medical Care Consent**

This Liability Waiver, Medical Care Consent and Media Consent (“Waiver and Consent”) refers to the minor identified in the signature area as “Participant” and to the individual signing this Waiver and Consent as “Legal Guardian” or “I”. This Waiver and Consent relates to Participant’s involvement in the NAME OF PROGRAM (the “Program”), a fiscally sponsored project of FISCAL SPONSOR NAME (the “Nonprofit”).

***Practice Point: The terms “Participant”, “Legal Guardian”, "Nonprofit", and "Program" are just suggestions to consistently identify the main subjects of this waiver but can be replaced with other more relevant identifiers. Whatever names are used to identify each party should be used consistently throughout the waiver.***

I understand that my signing this Waiver and Consent is in consideration of Participant’s involvement in the Program and understand, acknowledge and agree as follows:

Description of the Program. ONE TO SEVERAL SENTENCE DESCRIPTION OF THE PROGRAM

Acceptance of Risks and Authorization to Participate.

* The Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Participant’s involvement in the Program is voluntary and I knowingly assume all such risks.

***Practice Point: Following the sentence immediately above, we suggest adding a representative list of risks related to the particular program. If doing so, include a sentence saying "The foregoing risk factors are illustrative of the types of risks associated with the Program but may not include all possible risks."***

* I am solely responsible for knowing Participant’s physical condition and making a decision about participation. I acknowledge that the Nonprofit has not made any promises or assurances to me about Participant’s ability to participate.
* Participant’s participation in the Program creates a risk of exposure to COVID-19 and other infectious diseases such as influenza and mononucleosis. Although Program follows recommended guidelines for minimizing exposure, there still is a risk of exposure to COVID-19 and other infectious diseases.
* I knowingly, freely, and voluntarily authorize Participant to participate in the Program, and assume and accept the risks that may result, directly or indirectly, from Participant’s participation in Program, regardless of the cause.

Release and Waiver of Claims.

* I waive, release, and discharge Nonprofit and its directors, officers, agents, employees, volunteers, partner organizations and affiliates from any and all liabilities, claims, causes of actions, costs, and damages of any kind and of whatever nature, which Participant or Participant’s heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from Participant’s participation in the Program and/or the negligence of the Nonprofit and Program staff and volunteers.

Consent to Medical Care.

* Prior to Participant beginning the Program, I will inform the director of the Program of any allergy or medical condition that may put Participant at risk while participating in the Program.
* I authorize the Program and Nonprofit to provide Participant first aid and to arrange medical assistance, transportation, and emergency medical services for the Participant if the Participant becomes injured or ill while participating in the Program or while traveling to or from Program sites. I will be responsible for any costs related to Participant’s medical treatment and transport.
* I consent to necessary disclosures by the Program to health care professionals or first responders about Participant’s medical history and condition should Participant become injured or ill while participating in the Program.

Photographs and Videos.

* I understand and consent to the Program taking photographs and video of Participant during the course of the Program. I agree these materials are not subject to my approval, are the property of the Program, and may be used for educational, promotional and other purposes the Program deems appropriate.

Contacting Participant.

* I consent to Program staff and volunteers contacting Participant through text, social media, and any other forms of communication to communicate information about the Program.

Other Parent or Guardian.

* I confirm that I am signing the document on behalf of, and as an agent for, any other individual who may be a parent or guardian of Participant, that I am fully authorized to do so, and that I am binding the individual, Participant, and such other parent(s) or guardian(s).

Whom this Affects; Binding Effect.

* This Waiver and Consent will be governed by Maryland law. It is legally binding not only on Legal Guardian and Participant but also on their respective heirs, next of kin, and legal representatives. It will be binding to the fullest extent permitted by law. For clarity, this Waiver and Consent will remain in effect after the end of the Program.

I have read this document and understand that by signing below, I am giving up legal rights and/or remedies that may be available to Participant, to me and to any other parent or guardian of Participant, and to their respective heirs, next of kin, and legal representatives.

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Legal Guardian Signature Name of Minor (“Participant”) (please print)

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Legal Guardian Name (please print) Date

Emergency contact number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alternative emergency contact number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_