

# WEST VIRGINIA FFA STUDENT PERMISSION FORM

EMERGENCY MEDICAL FORM, WAIVER OF LIABILITY, PERSONAL CONDUCT AGREEMENT AND PROMOTIONAL RELEASE

| Participant Last Name     | Participant First Name |                                | Age         | Chapter   |
|---------------------------|------------------------|--------------------------------|-------------|---|
| Parent or Guardian Name   |                        | Home Phone Number              |             | Work Phone Number   |
| Insurance Company/Address | Name of Event          |                                |             | Date of Event   |
| Policy Number             | Allergies (if any)     |                                |             |   |
| Current Medications       |                        | Any medical conditions or disa | bilities of | f which West Virginia FFA should be aware of? Please Explain. |
| Emergency Contact Name    |                        | Emergency Contact Phone N      | umber       | Relationship  |

## WAIVER OF LIABILITY

In exchange for my being allowed to participate in the specified program (the "Program"), a program administered by the West Virginia FFA Association ("West Virginia FFA"), I, and if I am not yet 21 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

- Voluntary Participation. I understand and confirm that my participation in the Program is voluntary.
- 2 Identification of Risks. I understand that West Virginia FFA and its representatives may not be present during my participation in the Program. I understand that my participation in the Program may involve risk of injury and loss, both to person and to property. I also understand that the risk of injury may include the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my participation in any aspect of the Program, or with the time I am involved in the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of West Virginia FFA or its directors, officers, employees, agents, volunteers, successors, or assigns, including but not limited to risks created by the following: (a) the use and condition of various modes of transportation, premises, facilities, and equipment; (b) the lack or inadequacy of policies, rules, or regulations of the Program; (c) the failure of West Virginia FFA to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with West Virginia FFA; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision.
- Assumption of Risk. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Program. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Program.
- 4. Release and Waiver. I release West Virginia FFA and its directors, officers, employees, agents, volunteers, successors, and assigns from any and all liability for and waive any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Program (a "Claim"), whether or not caused in whole or part by the negligence or other misconduct of West Virginia FFA or any of the individuals mentioned above.
- 5. Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) West Virginia FFA and its directors, officers, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damages, or expense, including attorneys' fees (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of West Virginia FFA or any of the individuals mentioned above.
- Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of West Virginia FFA and its successors and assigns.
- Consent to Medical Treatment. I authorize West Virginia FFA to provide to me, through medical
  personnel of its choice, customary medical assistance, transportation, and emergency medical
  services. This consent does not impose a duty upon West Virginia FFA to provide such
  assistance, transportation, or services.
- 8. Severability. If any term or provision of this instrument or the application thereof to any person or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.
- Applicable Law. Because West Virginia FFA and the Program are headquartered in the State of West Virginia, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of West Virginia.

## PERSONAL CONDUCT AGREEMENT

While participating in the Program, attendees represent FFA, their schools, and communities. FFA has established behavioral expectations that must be observed by all participants. All students attending must be properly chaperoned. The West Virginia FFA Association does not assume supervisory responsibility of any students. Supervision is the sole responsibility of the local school district and its

appointed representatives. West Virginia FFA requires that an appointed school district representative attend the Program with their students.

FFA reserves the right to immediately terminate Program attendance of any member found to have violated these behavioral expectations. They will be required to leave the property and will be responsible for all expenses associated with termination. Registration fees will not be reimbursed. School/county administrators will be notified.

In exchange for my being allowed to participate in an event or activity sponsored by West Virginia FFA, I, and if I am not yet 21 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular) agree to be bound by the behavioral expectations set forth above and each of the following:

- 1. Attend all sessions, meetings and activities as directed by my advisor.
- 2. Conduct myself in a manner that will be a credit to FFA, my school, family, and myself.
- 3. Not be in the hotel/sleeping room of a member of the opposite sex.
- 4. Abide by the National FFA Code of Ethics as printed in the Official FFA Manual.
- 5. Wear official FFA dress as listed in the Official FFA Manual.
- 6. Keep my advisor informed of my activities and whereabouts at all times.
- 7. Not possess any alcohol, tobacco or other illegal substances.
- 8. Wear my identification badge at all times.
- 9. Abide by the curfew set by the FFA Association.

## PROMOTIONAL RELEASE

I grant the West Virginia FFA Association (FFA) permission to photograph and/or videotape me for possible appearance and inclusion in any of the FFA publications, promotional materials, on-air broadcasts or website or used in any other way that is deemed appropriate by FFA for education or for promotion of the FFA.

I release West Virginia FFA of any liability, claims, demands, damages, actions and causes of actions arising from or connected in any way with the use of the photographs and/or videotapes.

I understand that I will receive no compensation for participation and that all photography and videotape resulting from participation will become the sole property of West Virginia FFA.

In exchange for my being allowed to participate in an event or activity sponsored by West Virginia FFA, I, and if I am not yet 21 years old, my parent(s) or legal guardian(s) (individually and collectively referred to below in the first person singular), I verify that I fully understand, agree to and accept all provisions and obligations set forth in this Promotional Release.

| Participant Signature              | Date            |
|------------------------------------|-----------------|
|                                    |                 |
|                                    |                 |
| Parent or Legal Guardian Signature | Date            |
|                                    |                 |
|                                    |                 |
| Public Notary Signature            | Date            |
|                                    |                 |
|                                    |                 |
|                                    |                 |
| Public Notary Printed Name         | Commission Exp. |
| Public Notary Printed Name         | Commission Exp. |
|                                    | Commission Exp. |
| Public Notary Printed Name         | Commission Exp. |
|                                    | Commission Exp. |
|                                    | Commission Exp. |

#### ADVISOR AND PRINCIPAL CERTIFICATION

I hereby certify that the applicant has shown outstanding ability as evidenced by his/her leadership and cooperation in student, chapter, and community development. Therefore, without reservation, I approve his/her attendance at the specified West Virginia FFA event.

| Advisor Signature              | Date |
|--------------------------------|------|
| School Administrator Signature | Date |