



2018 ELCA YOUTH GATHERING YOUTH PARTICIPANT AGREEMENT



PLEASE PRINT, READ CAREFULLY, SIGN AND BRING TO THE GATHERING. THIS AGREEMENT MUST BE SIGNED BY BOTH THE YOUTH PARTICIPANT AND THE YOUTH PARTICIPANT'S PARENT/LEGAL GUARDIAN.

PART I: YOUTH PARTICIPANT

I desire to participate in the Evangelical Lutheran Church in America's ("ELCA") 2018 ELCA Youth Gathering in Houston, TX, June 27-July1, 2018, Multicultural Youth Leadership Event ("MYLE") in Houston, TX, June 24-27, 2018, and/or the tAble in Houston, TX, June 24-27, 2018, (collectively "Gathering"). In exchange for being allowed to participate in the Gathering, and the benefits derived from such participation, I knowingly and voluntarily sign and agree to be bound by this Participant Agreement ("Agreement"):

- 1. ELCA DIRECTIONS, RULES, POLICIES AND PROCEDURES.** I shall abide by all ELCA directions, rules, policies and procedures for the Gathering.
- 2. PUBLICITY RELEASE.** I grant the ELCA and its interactive learning exhibitors a worldwide, sub-licensable, perpetual, irrevocable, royalty free right (but not the obligation) to photograph, record (audio and visual), digitize, reproduce, distribute, prepare derivative works based on, publicly perform, publicly display, and otherwise use my name, image, likeness, voice, biographical information, and other personal characteristics as they may appear in photographs, recordings (audio and visual), writings, messages, artwork, and other materials (collectively, "Materials") related to the Gathering, in all formats and media now known or hereinafter created, for purposes related to the mission and ministries of the ELCA and its interactive learning exhibitors, including advertising, trade and commercial purposes related to the ELCA's mission and ministries. I ACKNOWLEDGE THE ELCA IS THE OWNER OF THE MATERIALS AND I HAVE NO RIGHT TO INSPECT OR APPROVE THE MATERIALS OR THE ELCA'S USE OF THE MATERIALS.
- 3. SOCIAL MEDIA USE AND LICENSE.** I understand the ELCA maintains various social network profiles, messaging accounts, blogs, listservs, chat rooms, websites, and other online forums (collectively, "ELCA Social Media") which allow users to post, submit, publish, and/or display (collectively, "post") text, images, recordings, (audio and visual) and other content (collectively, "User Contributions"). I understand ELCA Social Media is a public forum and not confidential and that I should not post anything I wish or am required to keep confidential. I understand that I am responsible for the content of my User Contributions. I represent that I will not post any content to ELCA Social Media which: (i) violates applicable law or the legal rights of another person; (ii) is defamatory, obscene, indecent, abusive, harassing, violent, hateful, sexually explicit, pornographic, or discriminatory; (iii) is likely to deceive another person; and (iv) I do not have the legal right to post. I grant the ELCA and its interactive learning exhibitors a worldwide, sub-licensable, perpetual, irrevocable, royalty free right (but not the obligation) to reproduce, distribute, prepare derivative works based on, publicly perform, publicly display, and otherwise use for purposes related to the mission and ministries of the ELCA and its interactive learning exhibitors, in all formats and media now known or hereinafter created, any User Contributions I post to ELCA Social Media. I ACKNOWLEDGE I HAVE NO RIGHT TO INSPECT OR APPROVE THE ELCA'S USE OF MY USER CONTRIBUTIONS.
- 4. ASSUMPTION OF ALL RISKS.** I acknowledge my decision to participate in the Gathering may expose me to various risks and dangers, including personal injury, death, and loss of or damage to my personal property. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY PARTICIPATION IN THE GATHERING.
- 5. LIABILITY RELEASE, CLAIMS WAIVER AND COVENANT NOT TO SUE.** TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, I KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY RELEASE FROM ALL LIABILITY INCLUDING NEGLIGENCE, WAIVE ALL CLAIMS AGAINST, AND COVENANT NOT TO MAKE OR BRING ANY CLAIM AGAINST THE ELCA AND/OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, REPRESENTATIVES, AND CONTRACTORS (COLLECTIVELY, "RELEASED PERSONS") IN ANY WAY ARISING OUT OF OR RELATED TO: (I) THE GATHERING; (II) MY PARTICIPATION IN THE GATHERING; AND/OR (III) THE ELCA'S EXERCISE OF THE RIGHTS GRANTED BY ME TO THE ELCA UNDER THIS AGREEMENT.
- 6. NO FINANCIAL COMPENSATION.** I shall not receive any financial compensation as consideration for this Agreement or the rights granted by me to the ELCA hereunder.
- 7. MISCELLANEOUS.** This Agreement is governed by and construed in accordance with the substantive laws of the State of Illinois, excluding its choice of law rules. If any provision of this Agreement is invalidated or held unenforceable, the invalidity or unenforceability of that provision shall not affect the validity or enforceability of this Agreement. As to any provision found to be invalid or unenforceable as written, the same shall not be void, but rather shall be reformed and enforced to the maximum extent permissible under applicable law, as if originally executed in that form by me. If the ELCA agrees to waive its right to enforce any term of this Agreement, it

does not waive its right to enforce the term, or any or all other terms, of this Agreement at any other time. If there is any conflict between the headings, captions, and/or numbers and the text of this Agreement, the text will control. This Agreement is binding on me and my heirs, executors, administrators, legal representatives, successors and assigns.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I UNDERSTAND THAT IF I SIGN BELOW I AM ENTERING INTO A LEGAL AGREEMENT, WHICH WILL BIND ME TO THE TERMS OF THIS AGREEMENT, AND THAT BY SIGNING THIS I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ELCA.

Signed by Youth Participant: _____ Address: _____
Printed Name of Youth Participant: _____
Date: _____

PART II: YOUTH PARTICIPANT'S PARENTS/LEGAL GUARDIAN

I am the parent or legal guardian of the Youth Participant named above. The Youth Participant desires to participate in the Gathering. In exchange for the Youth Participant being permitted to participate in the Gathering, and the benefits derived from such participation, I knowingly and voluntarily sign and agree to be bound by this Agreement, including Parts I and II.

- 1. PERMISSIONS.** I give my permission for the Youth Participant to participate in the Gathering. I give my permission for the Youth Participant to enter into this Agreement and to grant the ELCA the rights contemplated in Part I of this Agreement. I have the legal authority to grant these permissions.
- 2. ASSUMPTION OF ALL RISKS.** I acknowledge the Youth Participant's participation in the Gathering may expose the Youth Participant to various risks and dangers, including personal injury, death, and loss of or damage to personal property. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE YOUTH PARTICIPANT'S PARTICIPATION IN THE GATHERING AND ENTERING INTO THIS AGREEMENT.
- 3. RELEASE OF LIABILITY.** TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, I KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY RELEASE FROM ALL LIABILITY INCLUDING NEGLIGENCE, WAIVE ALL CLAIMS AGAINST, AND COVENANT NOT TO MAKE OR BRING ANY CLAIM AGAINST THE RELEASED PERSONS IN ANY WAY ARISING OUT OF OR RELATED TO: (I) THE GATHERING; (II) THE YOUTH PARTICIPANT'S PARTICIPATION IN THE GATHERING; (III) THE YOUTH PARTICIPANT ENTERING INTO THIS AGREEMENT; AND/OR (IV) THE ELCA'S EXERCISE OF THE RIGHTS GRANTED TO THE ELCA UNDER THIS AGREEMENT.
- 4. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS.** I SHALL DEFEND AND INDEMNIFY THE RELEASED PERSONS AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN DEFENDING THE SAME), IN ANY WAY ARISING OUT OF OR RELATED TO: (I) THE YOUTH PARTICIPANT'S CONDUCT, ACTIONS, OR OMISSIONS; (II) THE YOUTH PARTICIPANT'S PARTICIPATION IN THE GATHERING; (III) THE RIGHTS GRANTED TO THE ELCA UNDER THIS AGREEMENT; (IV) MY OR THE YOUTH PARTICIPANT'S BREACH OF THIS AGREEMENT; AND/OR (V) ANY ACTION BY THE YOUTH PARTICIPANT TO DISAFFIRM OR VOID THIS AGREEMENT.
- 5. Parent/Legal Guardian Independent Liability.** I shall remain liable under this Agreement, even if the Youth Participant is subsequently able under applicable law to disaffirm or void this Agreement, as it applies to the Youth Participant. I KNOWINGLY AND VOLUNTARILY WAIVE ALL CLAIMS TO THE CONTRARY. Nothing herein is intended nor shall it be construed as contractually authorizing or permitting the Youth Participant to disaffirm or void this Agreement.

I HAVE READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I UNDERSTAND THAT IF I SIGN BELOW I AM ENTERING INTO A LEGAL AGREEMENT, WHICH WILL BIND ME TO THE TERMS OF THIS AGREEMENT, AND THAT BY SIGNING THIS I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ELCA. I AM ALSO AGREEING TO DEFEND AND INDEMNIFY THE ELCA.

Signed by Parent or Legal Guardian: _____ Address: _____
Printed Name of Parent or Legal Guardian: _____
Date: _____