Youth Outreach Program Legal and Liability Considerations

When sponsoring a Sweet Adelines Youth Outreach Program activity, the legal and liability concerns are similar to accepting youth members into the chapter. If the participants in the Youth chorus are also chapter members, most of the legal and medical release agreements are likely covered through the youth membership chapter requirements.

However, if the chapter sponsors a group of young women for a Sweet Adelines Youth Outreach Program activity who are not members, the preferred method is for a school to assume responsibility for legal and medical considerations. The schools usually provide the rehearsal and performance venue. However, many chapters assume direct responsibility for all activities of the Sweet Adelines Youth Outreach Program.

Liability Coverage

If the chapter sponsors the Sweet Adelines Youth Outreach Program activity and holds rehearsals and performances at venues they normally use and have a certificate of coverage from our insurance company, the Sweet Adelines International liability coverage will extend to those events. If the chapter use multiple venues for chapter rehearsals and Sweet Adelines Youth Outreach Program rehearsals, it is important to obtain a separate Certificate of Insurance for each location. However, the coverage is for legal liability claims brought by a third party. The claimant must show that the chapter was negligent in causing the accident. If there is damage to the facility or another person (third party) is injured by a member of the Sweet Adelines Youth Outreach Program activity, the Sweet Adelines International liability insurance will pay for damages or claims. Contact the Chief Financial Officer at International Headquarters to obtain a certificate of insurance.

The parent/guardian should always sign a medical liability agreement. The following pages include sample agreements that can be used.

Other Legal Considerations

It is important that minors be supervised by adult chaperones/guardians while participating in chapter sponsored events. Alcohol should not be available as the trend in most states is to increase the liability of persons or organizations serving alcoholic beverages. In the case of underage participants, the liability could be compounded by additional laws such as contributing to the delinquency of a minor or furnishing alcohol to a minor.

Another consideration is the possibility of sexual molestation claims. Although our organization may have less exposure to this possibility than other youth organizations, it is important that the sponsoring chapter has absolute confidence in all persons in contact with the young women. The chorus may want to develop a list of rules for the youth participating in the Sweet Adelines Youth Outreach Program activity, particularly for overnight or extended stay events, i.e., no visitors in the child's room without chaperones or un-chaperoned activities will not be allowed.

Participation Agreement of Parent or Guardian

I, _____ parent/guardian of _____ hereby give my permission for my child to participate in a Sweet Adelines Youth Outreach Program activity, sponsored by _____ _____ Chapter of Sweet Adelines International and agree to the following:

1. I understand that I shall be legally and financially responsible for their participation in events, including but not limited to: rehearsals, performances, regional and internationals events, coaching sessions, fund raising, and social activities as well as any other activities that may arise.
2. I shall be responsible for their transportation to and from all activities set forth in item 1 of this agreement.
3. I agree to be responsible for the payment of any and all expenses related to her participation in the Sweet Adelines Youth Outreach Program activity including but not limited to: travel, hotel accommodations, costumes, and makeup.
4. I agree to accompany them to all events. In the event that I cannot accompany them as agreed, they may be accompanied by a sponsor or chaperone, approved by me and the sponsoring chorus.
5. In the event that they are accompanied to any event by a sponsor, I agree to provide the sponsor with a Youth Member Emergency Medical Release on a form approved by the sponsoring chorus.
6. I agree to release Sweet Adelines International Corporation and any and all of their agents from any and all liability arising from or in any manner related to her transportation to, attendance at, or participation in any events.
7. I agree to all the above agreements which will be in effect through my child's eighteenth (18) birthday.

_____ _____

Parent/Guardian Signature Date

Sponsor Agreement and Emergency Medical Care Release

I, _____ parent/guardian of _____ who participates in the Sweet Adelines Youth Outreach Program activity, sponsored by _____ _____ Chapter of Sweet Adelines International, hereby give permission for _____ _____, to act as their sponsor in accordance with Sections 4 and 5 of the Agreement of Parent or Guardian. I give permission so that she can attend and participate in (circle one):

1. All events and activities between _____, and _____,

   or

2. The following event (describe)

   _____

   _____

   _____

   _____

In the event of a medical emergency, I give my permission to the physician selected by the sponsor to provide all necessary and appropriate medical care to the minor including but not limited to: hospitalization, injections, anesthesia, and surgical procedures.

_____ _____

Parent/Guardian Signature Date

I agree to act as sponsor of the above-named minor according to the terms and limitations described herein.

_____ _____

Parent/Guardian Signature Date

Emergency Medical Information for Minor

1. Minor's Name: _____

2. Father's Name: _____
   Address: _____
   Telephone: _____

3. Mother's Name: _____
   Address: _____
   Telephone: _____

4. Physician's Name: _____
   Address: _____
   Telephone: _____

5. Dentist's Name: _____
   Address: _____
   Telephone: _____

6. Insurance Company: _____
   Policy No: _____
   Group No: _____
   Name of Insured: _____
   Telephone: _____

7. Does Youth Member have any allergies?
   If yes, describe: _____

8. Does Youth Member have any restrictions on activities?
   If yes, describe: _____

9. Does Youth Member have any other medical conditions of which we should be aware?
   If yes, describe: _____

10. Does Youth Member take any medication of which we should be aware?
    If yes, describe: _____

11. Blood Type: _____

Sweet Adelines Youth Outreach Program

Youth Photo/Recording Release

Youth Name: _____

Parent/Guardian Name:_____

Address/State/Zip: _____

Day Phone: _____ Email: _____

Parental Agreement:

I, being the parent/guardian of _____, hereby give permission for Sweet Adelines International and any of its affiliated organizations, including, but not limited to its regions and chapters, to use the name of my child and/or photographs/artwork/videotapes/electronic representations and/or sound recordings of my child on an ongoing basis for promotional, news, or public relations purposes in print and/or electronic media.

Futhermore, I hereby consent that such photographs/artwork/videotapes/electronic representations and/or sound recordings shall be the property of Sweet Adelines International and any of its affiliated organizations. They shall have the right to duplicate, reproduce, and make other uses of such photographs/artwork/videotapes/electronic representations and/or sound recordings as they desire free and clear of any claim whatsoever on my part. All rights to fees, commissions, royalties, or profits received as the results of the distribution, sale, or lease of the recordings in any form are assigned to Sweet Adelines International to be used in any manner consistent with the purpose of Sweet Adelines International.

_____ _____

Parent/Guardian Signature Date

Sweet Adelines Youth Outreach Program Release of Claims

I agree and acknowledge that I am participating in the _____ on my own accord. I give this acknowledgement freely and knowingly and I represent and warrant to you that I am physically and mentally fit and that, as a result, able to participate, and I do hereby assume responsibility for my own well-being.

I am fully aware that possible physical injury might occur to me as a result of my participation, and I agree to assume the full risk, including risk which is not specifically foreseeable, of any injuries, including death, damages or loss regardless of severity, which I may sustain as a result of participating in any and all activities connected with or associated with the Event.

In consideration of the right to participate in the Event, I hereby waive any and all rights or claims I may have as a result of participation in the Event against the Sweet Adelines International, its directors, officers, employees, members, staff, and all individuals assisting in instructing and conducting these activities, and I hereby fully release and discharge them from any and all claims resulting from injuries, including death, damages or loss, which may accrue to me or my heirs arising out of or in any way connected with my participation in the Event.

I further agree to indemnify, defend, and hold harmless Sweet Adelines, International, its directors, officers, employees, members, staff, and all individuals assisting in instructing and conducting these activities, from any and all claims resulting from injuries, including death, damages, or loss, which may accrue to me or my heirs arising out of or in any way connected with my participation in the Event.

Signed: _____

Printed Name: _____

Date: _____

If under 18 years of age:
Parent/Guardian Signature: _____

Parent/Guardian Name Printed: _____

Date: _____