

# Medical Consent & Acknowledgment

I, the undersigned participant in the Columbians Drum and Bugle Corps, or the parent/guardian of the below-listed participant in CDBC (if a participant is under the age of eighteen), acknowledge and fully understand that each participant in CDBC will be engaging in activities that involve the risk of serious injury, including permanent disability or death, which might result not only from the participant's action, inaction or negligence, but also from the action, inaction or negligence of others, the condition of any premises (including, without limitation, football fields), risks created by the forces of nature, and hazards of travel by air, train, bus, automobile, and other means, including, without limitation, walking and/or driving, or being driven to and from rehearsals and other activities. Furthermore, there may be other unknown risks that are not reasonably foreseeable at this time.

Accordingly, I acknowledge, fully understand, and agree that I assume all of the foregoing risks and accept personal responsibility for any and all damages following such injury, permanent disability, or death, and hereby release, discharge, and covenant to indemnify and not to sue CDBC, its instructors, managers, employees and associated personnel, officers, directors, agents, members, participants, volunteers, and representatives, from any and all liability to the undersigned, and to his/her heirs and next of kin, against any and all claims by or on behalf of the participant as a result of the participant's participation in CDBC.

I agree to indemnify and defend CDBC against all claims, causes of actions, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may arise in connection with the participant's participation in CDBC. In an event of a participant's illness, I hereby authorize any of the directors, officers, managers, instructors, or volunteers of CDBC who are present to consent to whatever x-ray, examination, anesthetic, medical, surgical, or dental diagnosis, treatment, pain control, other invasive treatments and/or hospital care that may be considered necessary for the participant in the reasonable judgment of the attending physician, surgeon, or dentist and to be performed by or under the supervision of a participant/member of the medical staff of the hospital or facility furnishing such medical or dental services. I agree to be financially responsible for the cost of such assistance and/or treatment. I recognize and agree that the directors, officers, managers, instructors, and/or volunteers of CDBC consenting to such health care may reasonably and in good faith rely upon the advice furnished to him or her by the attending licensed health care provider(s).

I also give permission for my personal, protected medical information provided on any personal protected health information collected by personnel of CDBC, to be released to any hospital and/or clinic providing treatment, to CDBC management, and to any insurance company representing CDBC. This form may be photocopied for use out of rehearsals, workshops, performances, and tours.

The participant hereby grants the CDBC the perpetual, fully paid, exclusive, and worldwide right to make still-photo, video, film, audio, and/or other recordings (collectively, the "Recordings") of the participant in this event and to use their name, voice, likeness, and image in connection with the production and commercial exploitation of such Recordings, and to grant others the right to make and commercially exploit the Recordings. The rights granted to the CDBC hereunder shall include the perpetual, fully paid, exclusive, and worldwide right to edit, televise, broadcast, record, publish, copy, use, license, print, sell, distribute, or otherwise exploit the Recordings in any manner and in any medium, format, form, or forum, whether now known or hereafter devised, without any further compensation to them. No casual or inadvertent failure, nor the failure of any third party, to give the participant the applicable credit in any television program, motion picture, or other work produced hereunder shall constitute a breach of this Agreement by the CDBC. The participant understands the CDBC, and its affiliates may use their contact information to contact them in the future and can opt-out of such mailings at any time.

I agree that all claims that may arise from participant's participation in CDBC shall be resolved under Washington law. I have read the above waiver/release and understand that I have given up substantial rights by signing this release and sign below voluntarily. I understand that this document may not be altered in any manner without the express written consent of the Executive Director of CDBC and that any unauthorized alteration will cause the participant to be removed from CDBC.

**NOTICE: THIS AUTHORIZATION FOR EMERGENCY MEDICAL TREATMENT MUST BE COMPLETED BEFORE THE PARTICIPANT MAY PARTICIPATE IN CDBC. TREATMENT FOR INJURY WILL BE BASED UPON INFORMATION PROVIDED HEREIN. IF PARTICIPANT IS UNDER 18, A PARENT OR GUARDIAN MUST SIGN THIS FORM.**

## Acknowledgment & Authorization

I have read and acknowledges the rights and claims and agree to abide by the terms and conditions thereof, as well as the authorization for emergency medical treatment.

Participant Print Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian Print Name (if under 18): \_\_\_\_\_

Guardian Signature (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_