

NORTH DAKOTA DECA 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/Cell Phone	Work Phone Number	
Insurance Company	Insurance Company Address		
Policy Number	Allergies (if any)		
Current Medications	Any medical conditions or disabilities of which ND DECA should be aware of? Please Explain.		
Emergency Contact Name	Emergency Contact Phone Number	Relationship	

WAIVER OF LIABILITY

In exchange for my being allowed to participate in a ND DECA Event (the "Program"), a program administered by the North Dakota DECA Association ("ND DECA") and North Dakota Career and Technical Education ("ND CTE"), 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.
- Identification of Risks.** I understand that ND DECA and its representatives may not always 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 ND DECA or its directors, officers, employees, 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 ND DECA to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of persons, other than those affiliated with ND DECA; (d) the inadequacy or unavailability of medical facilities or treatment; or (e) the lack or inadequacy of supervision. (f) the risk of contracting an infectious disease, not limited to Influenza, MRSA or COVID-19.
- 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.
- Release and Waiver.** I release ND DECA & ND CTE and its advisors, directors, officers, employees, 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 ND DECA or any of the individuals mentioned above.
- Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and to be responsible for) ND DECA and its advisors, directors, officers, employees, 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 ND DECA 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 ND DECA and its successors and assigns.
- Consent to Medical Treatment.** I authorize ND DECA 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 ND DECA to provide such assistance, transportation, or services.
- 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 ND DECA and the Program are headquartered in the State of North Dakota, and in order to provide certainty in the law to be applied to the construction of this document, this document shall be governed, construed, and enforced in accordance with the law of the State of North Dakota.

PERSONAL CONDUCT AGREEMENT

While participating in the Program, attendees represent DECA, their school and community. DECA has established behavioral expectations that must be observed by all participants. All students attending must be properly chaperoned. The ND DECA does not assume supervisory responsibility of any students. Supervision is the sole responsibility of the local school district and its appointed representatives. ND DECA requires that an appointed school district representative attend the Program with their students (typically the advisor).

ND DECA 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.

In exchange for my being allowed to participate in an event or activity sponsored by ND DECA, 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:

- Abide by the ND DECA Code of Ethics.
- Try to set an example by being neat in appearance and wearing the required attire for the Program attending: business casual, professional per schedule.
- Refrain from the use of alcohol, electronic cigarettes, vaping, nicotine products, drugs, or any other controlled/illegal substances.
- The use of poor or profane language or any bullying behavior will not be tolerated.
- Attend all sessions, meetings and activities as directed by my advisor.
- Not be in the hotel/sleeping room of a member of the opposite sex without specific permission from an adult, advisor, chaperone or ND DECA.
- Keep my advisor informed of my activities and whereabouts at all times.
- Always remember that I represent much more than myself. Members of the business community, the schools, the Legislature and the public will see in me the image of DECA and school/chapter I represent.
- Strive to grow in leadership ability, maturity, self-confidence.

PROMOTIONAL RELEASE

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

I release ND DECA 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 ND DECA.

In exchange for my being allowed to participate in a program or activity sponsored by ND DECA, 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

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 North Dakota DECA event.

Advisor Signature	Date
School Administrator Signature	Date

North Dakota DECA and North Dakota Career and Technical Education COVID-19 Liability Addendum



The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the state government has set recommendations, guidelines, and some prohibitions which ND DECA adheres to comply.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

- ◇ I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of North Dakota DECA that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
- ◇ I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
- ◇ I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.
- ◇ I did not, nor any member of my household, visit any area outside of North Dakota that was reported to be highly affected by COVID-19, in the last 14 days.
- ◇ I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 14 days.

Following the pronouncements above I hereby declare the following:

- ◇ I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be in any case be at risk of contracting COVID-19.
- ◇ With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
- ◇ I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below, I acknowledge that I, and if I am not yet 21 years old, my parent or legal guardian (individually and collectively referred to above in the first person singular) verify that I fully understand, agree to and accept all provisions and obligations set forth in this waiver.

This waiver will remain effective until guidelines and mandates relevant to COVID-19 are lifted.

DECA Member Signature

Date

Parent or Legal Guardian Signature

Date