



**Massachusetts Down Syndrome Congress
26th Annual Conference
March 27, 2010
DCU Center, Worcester, MA**

**WAIVER OF
LIABILITY AND RELEASE**

Waiver of Liability:

The 26th Annual Conference is offered with the provision that Massachusetts Down Syndrome Congress and its respective officers, directors, affiliates, employees, volunteers, agents and the like (collectively “MDSC”) can not be held liable for injuries incurred in any situation. In consideration of participating in the 26th Annual Conference, I for myself, my heirs, personal representatives and assigns, do **hereby covenant not to sue, release, waive and discharge MDSC from and against any and all liability and any and all claims** arising from my participation in the 26th Annual Conference, including but not limited to any personal injury, accidents, injuries that I may receive or property loss undertaking such activities.

Parent or Guardian:

I am the parent or legal guardian of the above named ward or minor child and, as such, I am authorized to enter into this agreement on his or her behalf. I agree that said ward or minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement on behalf of said ward or minor child to **hereby release, waive discharge and covenant not to sue** the MDSC **from any and all claims** resulting in personal injury, accidents or illnesses or property loss sustained or suffered by said ward or minor child arising from participation in the 26th Annual Conference.

Photo Release:

I hereby consent to and authorize the use and reproduction by MDSC of any and all photographs and other audiovisual materials taken of me, my child, my ward, as the case may be, for promotional printed material, internet material, educational activities, or for any other use for the benefit of the program.

Emergency:

In the event I cannot be reached in an emergency, I hereby give permission to the physician selected by the program director to hospitalize, secure proper treatment for and to order injection, anesthesia, or surgery for my child as named above, at my expense. I do hereby indemnify said organization or its agents and employees, and agree to hold it and them harmless from any and all liability rising out of injury, illness or accident that might happen to my child and from any damage my child might cause to any person(s) or property while in the care of the organization or its agents or employees.

Program:

I further understand that my child can be excluded at any time during the program by the Director if it is judged that he/she has hampered the safety, welfare, or enjoyment of the other participants in the program.

I understand that program leaders will make reasonable efforts to ensure that all siblings participate in all program activities as printed in the convention program booklet. I understand that there will be no supervision of my child during short scheduled breaks or unscheduled bathroom breaks. I understand that it is the responsibility of my child to return to the conference after such breaks, and I have discussed with my son/daughter the expectation that he/she be present for all scheduled activities. I do understand that my child will leave the program on his/her own at its closure.

Acknowledgment of Understanding:

I have read this assumption of risk and waiver of liability agreement, fully understand its terms, **and understand that I, on my own behalf, or on behalf of my child or ward, as the case may be, am giving up substantial rights, including the right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Return this Waiver Form so that it is received no later than March 12th to: Massachusetts Down Syndrome Congress, Attn: Rosalie Forster P.O. Box 866, Melrose, MA 02176

Dated this ____ day of _____, 20__.

Witness

Participant, Parent or Guardian