

KEY CLUB

ROCKY MOUNTAIN DISTRICT

Waiver, Release and Hold Harmless Agreement

I request voluntarily to participate in various activities (heretofore known as "activity") sponsored and managed by the Rocky Mountain District of Key Club International. I, the undersigned member or guest of the **Rocky Mountain District of Key Club International** (together with my parent or guardian, if I am under the age of eighteen or under a legal disability) represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

- I certify that I am in good health and have no physical condition not previously disclosed that would prevent participation in any activity. Furthermore, I agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.
- I agree that photographs, pictures, slides, movies, video, or other media coverage of me may be taken in connection with my participation in any activity without compensation from any entity, and consent to the use of photographs, pictures, slides, movies, videos, or other media coverage for any legal purpose. I grant to the Rocky Mountain District of Key Club International, and their designees, the irrevocable permission to use my voice or likeness in any media now or hereafter for any purpose whatsoever.
- I hereby acknowledge that participation in any activity is subject to the "ROCKY MOUNTAIN DISTRICT CODE OF CONDUCT"(on page 2 of this document).
- I acknowledge that participating in any activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in any activity sponsored and managed by the Rocky Mountain District of Key Club International, regardless of whether or not caused in whole or in part by the negligence or other fault of the Rocky Mountain District of Key Club International, Key Club International, the Rocky Mountain District of Kiwanis International, Kiwanis International, and the officers, directors, employees and agents of each of them or insurers ("Released Parties").
- I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation in any activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
- I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in any activity sponsored and managed by the Rocky Mountain District of Key Club International, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.
- I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily. It is my intention by this instrument to exempt and release the Rocky Mountain District of Key Club International, Key Club International, the Rocky Mountain District of Kiwanis International, Kiwanis International, and the officers, directors, employees and agents of each of them or insurers ("Released Parties") from all liability whatsoever for personal injury arising out of or in the course of my participation in any activity sponsored and managed by the Rocky Mountain District of Key Club International.

Signature of participant _____ Printed Name _____ Date _____

Signature of parent/guardian _____ Printed Name _____ Date _____

ROCKY MOUNTAIN DISTRICT KEY CLUB CODE OF CONDUCT

Key Club members, adults and invited guests (collectively, “participants”) are expected to demonstrate behavior consistent with the high ideals of the organization and should abide by the provisions of this Code while in attendance at any Rocky Mountain District Key Club activity. All participants will respect the authority of the Key Club Administrator and designated adult chaperones.

Responsible Behavior

1. Participants are expected to abide by all government laws and regulations.
2. Participants must respect the personal property of others as well as the property of any meeting or lodging facility. The placing of signs or messages on the windows of the hotel rooms is prohibited. No material may be affixed to any hotel walls. Any damage caused by a participant must be paid for by that participant. (The costs for damages will rest solely with the residents of the damaged room, including missing items.)
3. Participants are not to remove property from any sleeping room or meeting facility. This includes bedding/pillows, towels, and anything other than standard amenities such as soap, shampoo, lotion, etc. Inventories may be completed for each room, and missing items will be billed to the participant and the School Principal will be notified.
4. Participants may not possess or consume any alcoholic beverages.
5. Participants may not possess or use any drugs, intoxicants or other controlled substance, with the exception of medication prescribed for the attendee. Any Key Club members and all guests under the age of 18 possessing medications at any activity are to disclose the medications on the appropriate medical release form.
6. Participants may not possess or use tobacco products.
7. Participants are expected to abstain from any activity of a sexual nature.
8. Participants are expected to condemn and avoid hazing or any action that creates unnecessary physical or mental discomfort, embarrassment, harassment or ridicule of others.
9. Participants may not possess weapons, firecrackers, or anything of a dangerous nature.
10. Participants may not act in any way unbecoming of a Key Club member or contrary to the mission, vision, core values and objects of the organization.
11. Participants are expected to conduct themselves in a responsible manner, and are expected to attend and participate in all organized activities.

Lodging

1. Participants staying in a hotel or other lodging facility must sleep in their assigned room.
2. No female participant may be in the sleeping room of any male participant and no male participant may be in the sleeping room of any female participant, (married couples and official chaperones exempt).
3. Male and female participants may be present together in official district hospitality suites when an official chaperone is present.
4. All participants are expected to abide by a curfew beginning at midnight and lasting until 6:00 am unless otherwise specified by the District Administrator. No Participants shall be allowed on balconies after curfew.
5. Participants consent to a warrantless search of any hotel/lodging room occupied, at any time, with reasonable cause, in the sole discretion of the Rocky Mountain District Kiwanis Key Club Committee; sleeping rooms in which participants are residing may be searched by any member of the Rocky Mountain District Key Club Committee or official activity chaperone without a search warrant and at any time. The attendance of each participant at any Rocky Mountain District activity is expressly conditioned upon his or her agreement to this provision.
6. Participants consent to and understand that when hotel type rooming is provided and quad occupancy is requested or implied, up to 3 other members of the same gender will be assigned to one room with 2 double beds. Therefore, the sharing of a bed or sleeping on the floor will be required.

Dress Code

1. All participants are expected to abide by the designated dress code (Professional, Business Casual, or Casual) for each activity
2. “Professional” refers to dress shirt, slacks, necktie, sport or suit coat and appropriate shoes for males, and dress or suit, skirt or slacks, blouse, and appropriate shoes for females.
3. “Business Casual” refers to slacks, collared shirt, and appropriate shoes for males, and slacks, skirts, blouses or collared shirts and appropriate shoes for females.
4. “Casual” refers to shorts or jeans, collared shirts, sweatshirts, or appropriate tee-shirts and casual footwear for males, and shorts, skirt, jeans, collared shirt, sweatshirt, or appropriate tee-shirt and casual footwear for females.
5. At no time will any clothing with inappropriate language or graphics be allowed. Any shirts, shorts, or skirts deemed to be of inappropriate length will not be allowed.
6. All participants are required to wear name badges (if provided) for all activities.

Enforcement

1. Violations of this Code will result in notification to the District Administrator and event chaperones.
2. Violations of this Code will carry varying degrees of discipline, but may include the participant being dismissed from the activity (at their own cost to travel home and forfeiture of any prepaid fees), bans from attending future activities, loss of any office held, and loss of membership in the organization. Participants that violate any government laws or regulations may also be subject to arrest by law enforcement officers.
3. Notification of any code of conduct violation may be made by the District Administrator to the school, Kiwanis sponsor, and parents.
4. These rules are effective as of the time you depart home for any activity, and until you arrive back home after the activity is completed.