

Appendix B: Comprehensive Consent Form

This is to certify the named **Member/Participant** listed below has my permission to attend all Iowa FBLA sponsored State Leadership Conference activities. I also release Iowa FBLA, the school officials, the chapter advisers, conference staff, and Iowa FBLA staff and volunteers from any claims for personal injuries/damages which might be sustained while (s)he is traveling to and from an event or during an Iowa FBLA sponsored activity.

I authorize the below named **Educator/Adviser** or Iowa FBLA staff to secure the services of a doctor or hospital for the named **Member/Participant**. I will pay the expenses for necessary services in the event of accident or illness.

Member/Participant Name	Name: Age: DOB: Gender:
Local Chapter (School) Name	Name:
Name of Educator/Adviser/Supervising Member	Name:
Parent(s)/Guardian Name(s) & Phone	Name: Phone Number: Name: Phone Number:
Emergency Contact Name/Phone Number	Name: Phone Number:
Member/Participant Home Address	Address: City, State Zip:
Swimming Permission	Yes, my child can/may swim No, my child cannot swim/isn't permitted to swim
Medical Information	Known Allergies: Current Medication: Chronic Conditions: Physical Restrictions:

I have read and completely understand the **Personal Liability**, the **Code of Conduct**, **FERPA Directory Information**, and the **Photography, Video, and Sound Release** agreements, and by signing, do hereby agree to abide by these in their entirety, accept the conditions of the agreements, and completely release Iowa FBLA's national, state, regional, and local associations. **NOTE:** All participants must sign this form.

Member/Participant Signature

Parent/Guardian Signature

Iowa FBLA Personal Liability

I hereby agree to release FBLA Inc. and Iowa FBLA, its representatives, agents, servants and employees from liability for any injury to the named person, resulting from any cause whatsoever occurring to the named person at any time while attending the Iowa FBLA event indicated on the other side of this page, including travel to and from the conference, excepting only such injury or damage resulting from willful acts of representatives, agents, servants and employees.

Having read and understood completely the “Code of Conduct” of Iowa FBLA, I do hereby agree to follow the procedures and practices described. I fully understand that this is an educational activity and will, to the best of my ability, apply myself for the purpose of learning and will uphold at all times the finest qualities of a person representing Iowa FBLA.

NOTE: All persons under legal age must have a parent or guardian sign this form (see other side). Otherwise, this form will be returned for a parent or guardian signature. All participants must sign this form.

Code of Conduct Agreement

The Iowa FBLA Leadership Conferences are designed to be an educational function and all plans are made with that objective. The Conferences represent Iowa FBLA’s most significant meetings of the year. Iowa FBLA wants every person to have an enjoyable experience with every attention paid to safety and comfort. All participants will be expected to conduct themselves in a manner best representing the nation’s greatest student organization. In order that everyone may receive the maximum benefits from their participation, the “Code of Conduct,” as established by the Iowa FBLA Iowa FBLA Board, must be followed at all times. Note that attendance is not mandatory. By voluntarily participating, you agree to follow the official conference rules and regulations or forfeit your personal rights to participate. We are proud of our students and know that by signing this “Code of Conduct” you are simply reaffirming your dedication to be the best possible representative of your school and chapter.

1. I will, at all times, respect all public and private property, including the hotel or motel in which I am housed.
2. I will spend each night in the room of the hotel or motel to which I am assigned.
3. I will strictly abide by the curfew established and shall respect the rights of others by being as quiet as possible after curfew.
4. I will not be in the sleeping room of the opposite sex.
5. I will not use alcoholic beverages. I will not use drugs unless I have been ordered to take certain prescription medications by a licensed physician. If I am required to take medication, I will, at all times, have the orders of the physician on my person.
6. I will not leave the hotel or motel without the express permission of my local chapter adviser.
7. My conduct shall be exemplary at all times.
8. I will keep my adviser informed of my whereabouts at all times.
9. I will, when required, wear my official identification badge.
10. I will respect the official FBLA dress.
11. I will attend and be on time for all general sessions and activities that I am assigned to and registered for.
12. I will adhere to the dress code at all required times

Violations and Penalties

I agree that if, for any reason, I am in violation of any of the rules of the conference I am attending, I may be brought before the appropriate discipline committee for an analysis of the violation. I also agree to accept the penalty imposed on me. I understand that any penalty and reasons for it will be explained to me before it is carried out. I further realize that the severity of the penalty may increase with the severity of the violation, even to the extent of being immediately sent home at my own expense.

1. Violations of Items 1 through 6 of the “Code of Conduct” will be grounds for disqualification, immediate removal from competition and relinquishment of awards and recognition. In addition, the violator will be sent home at his or her own expense. Notification of the violation and the action taken will be sent to the participant’s local school district and parents/guardians. The participant’s entire voting delegation could be unseated and the candidates or competitors from the participant’s local chapter could be disqualified as well.

2. Violations of Items 7 through 12 will result in a warning and reprimand. Notification of the violation and the action taken will be sent to the participant’s local school district administration and parents or guardians. Repeated violations of Items 7 through 12 may result in the participant being sent home at his/her own expense.

It is within the spirit of being a proud and meaningful member of FBLA that I agree to these rules of conduct by signing my name on the other side of this page.

Photography, Video and Sound Release

I hereby grant the Iowa FBLA permission to make still or motion pictures and sound recordings, separately or in combination and also give a production company approved by the Iowa FBLA permission to use the finished silent or sound pictures and/or sound recordings as deemed necessary.

Further, I so hereby relinquish to the Iowa FBLA all rights, title, interest in and income from the finished sound or silent motion pictures, still pictures and/or sound recordings, negatives, prints, reproductions and copies of the originals, negatives, recording duplicates and prints and further grant the Iowa FBLA the right to give, sell, transfer and/or exhibit the same to any individual, business firm, publication, television station, radio station or network or governmental agency or to any of their assignees, without payment or other consideration to me.

My agreement to perform under camera, lighting and stated conditions is voluntary and I do hereby waive all personal claims, causes of action or damages against the Iowa FBLA and the employees thereof, arising from a performance or appearance.

I hereby authorize Iowa FBLA to display my picture, school information (school, address and telephone number) and e-mail address on the Iowa FBLA website.

Appendix C: FERPA Waiver

Family Educational Rights and Privacy Act (FERPA)

Iowa Future Business Leaders of America

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that **Iowa Future Business Leaders of America**, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child’s education records. However, **Iowa Future Business Leaders of America** may disclose appropriately designated “directory information” without written consent, unless you have advised the **Iowa Future Business Leaders of America** to the contrary in accordance with **Iowa Future Business Leaders of America** procedures. The primary purpose of directory information is to allow the **Iowa Future Business Leaders of America** to include information from your child’s education records to higher education institutions, the military and Iowa FBLA partners.

Who may receive directory information?	Purpose for which directory information may be used?
Higher Education Institutions	Scholarship opportunities, open house events, Phi Beta Lambda communications, admissions contact
Military Recruiters	Military opportunities, scholarship opportunities, ROTC programs
Additional Iowa FBLA Partners	Internship, apprenticeship and job opportunities

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent’s prior written consent. Outside organizations include, but are not limited to, companies that partner with **Iowa Future Business Leaders of America** for the promotion of college and career readiness. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965, as amended (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student’s information disclosed without their prior written consent. **[These laws are Section 9528 of the ESEA (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).]**

If you do not want **Iowa Future Business Leaders of America** to disclose any or all of the types of information designated below as directory information from your child’s education records without your prior written consent, you must notify the **Iowa Future Business Leaders of America** in writing 30 days before the event. **Iowa Future Business Leaders of America** has designated the following information as directory information.

- Student’s name
- Telephone listing
- Electronic mail address
- Photograph
- Dates of participation
- Grade level
- The most recent educational agency or institution attended
- Student membership number used to communicate in electronic systems

Appendix D: COVID Waiver of Liability

Waiver of Liability, Release, Assumption of Risk & Indemnity Agreement

For and in consideration of the Attendee being permitted to participate in the _____ (event name) of the Future Business Leaders of America (“FBLA”) on _____, (event date) at _____, (venue name, city, and state) and by signing the Waiver of Liability, Release, Assumption of Risk and Indemnity Agreement (“Agreement”), Attendee (and the parent or legal guardian of Attendee, if applicable) acknowledges and agrees as follows:

Assumption of Risk

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. However, the state of medical knowledge is evolving. People reportedly can be infected and show no symptoms and therefore spread COVID-19. **Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.** As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people.

Although FBLA will take appropriate measures to ensure that its activities will be conducted using recommended safety protocols, including physical distancing and enhanced disinfecting, FBLA cannot prevent you or your Attendee from becoming exposed to, contracting, or spreading COVID-19 while participating in FBLA activities. It is not possible to prevent against the presence of COVID-19. Therefore, if you choose to have Attendee participate in FBLA activities, Attendee may be exposing himself/herself to and/or increasing his/her and your risk of contracting or spreading COVID-19.

By signing this Agreement, I acknowledge I have read and understood the above warning about COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or Attendee may be exposed to or infected by COVID-19 by participating in the FBLA Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, FBLA employees, other attendees, officers, agents, and members of the general public. The FBLA Activities are of such value to me and/or my Attendee that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in the FBLA Activities.

Waiver of Liability/Lawsuit

Attendee further acknowledges that there may be risks and dangers not known to Attendee or FBLA or not reasonably foreseeable at this time. Attendee acknowledges that there are risks and uncertainties inherent in participating, including but not limited to illness, death and/or and damage to person or property due to the negligent acts or omissions of FBLA and/or others. These risks may be caused by the negligence of Attendee or the negligence or inaction of others, including the "Releasees" (defined below). Attendee acknowledges, understands and agrees that all the risks and dangers described throughout this Agreement, including those caused by the negligence of Attendee and/or others, are included within the waiver and release. Attendee acknowledges, understands and assumes the risks, if any, arising from the conditions and use of any locations for the Activities and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said areas. It is the purpose of this Agreement to exempt, waive and relieve Releasees from liability for personal injury, property damage, and wrongful death, including if caused by negligence, including the negligence, if any, of Releasees.

Attendee, on behalf of himself/herself, his/her dependents, heirs, executors, administrators and assigns, waives, releases and relinquishes, discharges and covenants not to sue FBLA, its officers, directors, employees, affiliates, and agents (all referred to together as FBLA) and Releasees (defined below) from any and all claims for liability, cause(s) of action, demands, damages, costs, loss of service, expenses and compensation, including known and unknown, for personal injury, illness, property damage, wrongful death or loss of any kind whatsoever suffered in connection with the Activities occurring to Attendee, arising out of participation in Activities, whenever or however they occur and for such period said Activities may continue, even if caused by the negligence (but not the gross, reckless, willful, or fraudulent conduct) of Releasees or third parties, including but not limited to in any way related to COVID-19 and whether a COVID-19 infection occurs before, during, or after participation in the Activities. I agree that if I or my Attendee is exposed or infected by COVID-19 during Attendee's participation in Activities or any travel related thereto, then I and Attendee may be found by a court of law to have waived my right to maintain a lawsuit against the Releasees on the basis of any claim for negligence.

Attendee further understands that FBLA does not assume any responsibility for or obligation to provide Attendee with financial or other assistance, including but not limited to medical, health, or disability benefits or insurance. Attendee expressly waives any such claim for compensation or liability on the part of FBLA in the event of injury, illness, or medical expenses incurred by Attendee.

In the event that I file a lawsuit against FBLA, I agree to do so solely in the state of Iowa, and I further agree that the substantive law of Iowa shall apply in that action without regard to the conflict of law rules. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court located within the state of Iowa.

Notwithstanding any other term of this Agreement, in no event shall any liability of the Releases exceed the amount actually paid to Attendee for the Activities or One Hundred Dollars (\$100), whichever is greater.

The undersigned further expressly agrees that the foregoing waiver, release, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Iowa and that if any portion is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

"Releasees" include FBLA and its officers, directors, employees, affiliates, partners, event hosts, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.



Attendee acknowledges that he/she has not relied upon any representations of FBLA and understands these waivers and releases are necessary to allow FBLA to offer Activities to Attendee.

I have had sufficient opportunity to read this entire document, I have read and understood it, and I agree to be bound by its terms. I understand I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

In consideration of participating in the Activities, by signing this form, I acknowledge that I agree to all of the above statements. By signing the comprehensive release form, Attendee expresses his/her understanding and intent to enter into this Agreement willingly and voluntarily.

Parent has read, understands and fully agrees to the terms of this Agreement. The Parent (on behalf of the Minor and for Parent) understands and agrees that by signing this Agreement, the Minor and Parent have given up considerable future legal rights. The Parent has signed this Agreement freely and voluntarily. The Parent further has been advised that the Minor and Parent have a right to seek independent counsel of Parent's choice about these matters and the rights waived and released by this Agreement, and the signature of the Parent below represents and warrants that the Parent has done so, or has chosen not to do so, and hereby waives the right to do so or to claim that the Parent did not understand the legal effect of this Agreement.

I the above signed hereby acknowledge to be lawful parent and/or guardian of the above-mentioned minor and I therefore acknowledge my qualifications to sign the Comprehensive Release on behalf of the minor.