



bethany children's
HEALTH CENTER

Open Gym Participant Agreement – Adult Guests

To participate in the Bethany Children's Health Center Open Gym Program ("Program"), an individual must:

- Follow all building, Hospital and security rules and regulations and staff directives while on Bethany Children's Health Center premises.
- A Bethany Children's Health Center staff member must be present at all times while you are in the Adapted Recreation and Fine Arts Complex.
- Remain in the designated areas established by the Hospital.

Guest Name:	Date of Birth:
Participant is a guest of (patient name):	Area of service: (Inpatient, Outpatient, Community)
Street Address:	City:
Email:	Phone:

Prohibited Conduct

- Alcohol, tobacco, vapes, illicit drugs, and the like, are prohibited on the Hospital campus.
- Foul, obscene, or profane language and conduct is prohibited. This includes, but is not limited to abusive jokes, insults, slurs, threats, name calling, intimidation, and behavior that is of a sexual nature.

Bethany Children's Health Center reserves the unilateral right to end the Program, terminate your participation in the Program, and/or prohibit your access to the Hospital's campus at any time.

The Children's Center, Inc. d/b/a Bethany Children's Health Center ("Hospital") gathers information from Guests to help us do a better job. While your personally identifiable information is always confidential, at times we may share group information about our participants' progress and experiences to promote participation and identify additional opportunities for children with disabilities.

GUEST CONSENTS & WAIVERS

Photo, Video, Image and Marketing Release

By participating in the Program, I understand and hereby give my consent to participate in interviews, the use of quotes, and the taking and recording of photographs, movies or videos ("Content") of myself, all of which may be released to the general public. I do hereby authorize the Hospital, its assigns and transferees to copyright, use and publish such materials of me, for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and Web content. I will not have any ownership rights in the interviews, photographs, videos, or images, and will not have any control over the Content, its release, or usage. The Hospital may edit, use and reuse this content for an indefinite period of time. I will not demand or receive any form of

compensation, payment, royalty, or other remuneration from the Hospital or it's assigns for the use or publication of any of the Content.

Fitness for Participation

I acknowledge that participation in the Program, includes risks inherent to playing sports such as baseball/basketball/pickleball and requires good health and fitness and can be HAZARDOUS AND PRESENT A DANGER to me. I believe and represent that I am qualified to participate in the Program and that if at any time I believe the conditions of the Program to be unsafe, I will immediately discontinue further participation in the Program.

Acknowledgment of Risks

I have reviewed the Program, the physical environmental conditions under which the Program will be conducted and acknowledge that I am familiar with the activities that I may participate in while a participant in the Program. This risks and hazards associated with my participation in the Program include, without limitation, theft of personal property, unexpected and/or uninvited contact with other participants or objects, spectators, or other third parties; falls related to natural terrain, turf, and uneven surfaces; collisions, tripping hazards, missteps, and other mishaps; or flaws and defects in equipment; exposure to infectious, pathogenic, toxic, or harmful properties of any organic pathogen, including, but not limited to bacteria, viruses, or other pathogens. Risks may be caused by my own action or inaction, the actions or inactions of other participants, the actions or inactions of spectator or other third parties, the condition of the facilities in which the Program takes place, or where the Program activities will occur. Some risks cannot be predicted or controlled. There may be social or economic losses either not known to the Hospital or myself, or that are not foreseeable at this time. **I voluntarily assume all of these risks.** I acknowledge that injuries that could result from participation in the Program could be minor or severe, up to and including, death.

Assumption of Risk, Release and Waiver of Liability

I agree to assume and accept all risks arising out of, associated with, or related to my participation in the Program, negligent or otherwise, to the fullest extent allowable by law. This assumption and acceptance of all risks includes, without limitation, any medical expenses that I may incur as a result of my personal injury or illness.

Consent to Treat

I agree to receive emergency medical treatment as deemed necessary or advisable by an employee or agent of the Hospital and authorize the release of any available medical information as necessary to facilitate such treatment. Any medical expenses that I may incur due to personal injury or illness are my financial responsibility and not that of the Hospital or the Program.

Waiver and Release

I voluntarily consent to participating in the Program. In consideration of the Hospital's acceptance of my participation in the Program, I, on my own behalf and on behalf of my heirs, assigns, personal representatives and next of kin agree:

- To release and forever discharge the Hospital, its directors, officers, agents, assigns, employees, and volunteers, from all liability, actions, causes of action, suits, judgments, claims and demands and forever waive any claim for damage arising from any cause whatsoever even though such liability, actions, causes of action, suits, judgments, claims and demands may have been caused by negligence.

- To provide legal defense, indemnify and hold harmless and free from liability the Hospital, its directors, officers, agents, assigns, employees and volunteers, from and against any and all claims for damages, demands, costs or expenses which I shall become obligated to pay by reason of liability imposed by law because of injury to property or injury to or death of persons suffered by reason of an act, omission or negligence of myself or arising from any accident or injury in connection with or attributable to my acts.

I have carefully read the above document and fully recognize and understand the terms, conditions and risks set forth herein. I am signing this Agreement freely and voluntarily, with the intent to be legally bound on my behalf and on behalf of my heirs, assigns, personal representatives and next of kin, and that I intend my signature to be a complete and unconditional release of liability for any and all legal actions against the Hospital and I am giving up my right to sue the Hospital, including for claims of negligence.

By signing this registration, I indicate that I have read the above and understand and agree to the terms.

Guest Signature

Date