



bethany children's
HEALTH CENTER

Open Gym Rules and Liability Acknowledgement

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.
- Be between the ages of 4 years and 21 years
 - Individuals must have a parent/caregiver present and available to assist with care needs
- Have:
 - a primary physical challenge that involves a mobility, dexterity, or hearing/visual impairment
 - sufficient functional capabilities to participate independently or come with a personal caregiver age 18 or older
 - a rational and stable emotional state of health that promotes healthy interactions and socialization
 - the cognitive ability to make decisions without causing harm to themselves or others

Participant Information

Name:	Date of Birth:
Parent/Guardian Name:	Phone:
Street Address:	City:
Email:	Primary Care Provider:
Insurance Provider:	PCP Phone:
Participant is: <input type="checkbox"/> Receiving inpatient services <input type="checkbox"/> Receiving outpatient services <input type="checkbox"/> Outpatient waiting list <input type="checkbox"/> Community member If Community member, how did you learn about our programming? _____	

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 Participants 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.

PARTICIPANT AND PARENT/GUARDIAN 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 Participant and/or myself, all of which may be released to the general public. Participant and Parent/Guardian does hereby authorize the Hospital, its assigns and transferees to copyright, use and publish such materials of Participant and me, for any lawful purpose, including for example, such purposes as publicity, illustration, advertising, and Web content. Neither Participant nor I, will 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. Neither Participant nor I, will 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

Participant and Parent/Guardian 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 Participant. Participant and Parent/Guardian believe and represent that Participant is qualified to participate in the Program and that if at any time Participant or Parent/Guardian believes the conditions of the Program to be unsafe, Participant will immediately discontinue further participation in the Program.

Acknowledgment of Risks

Participant and Parent/Guardian have reviewed the Program, the physical environmental conditions under which the Program will be conducted and acknowledge that they are familiar with the activities that Participant may participate in while a Participant in the Program. This risks and hazards associated with Participant's 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 Participant's 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, Participant or Parent/Guardian or are not foreseeable at this time. **Participant and Parent/Guardian voluntarily assume all of these risks.** Participant and Parent/Guardian 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

Participant and Parent/Guardian agree to assume and accept all risks arising out of, associated with, or related to Participant's 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 Participant or Parent/Guardian may incur as a result of Participant's personal injury or illness.

Consent to Treat

Participant and Parent/Guardian permit Participant 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 Participant and/or Parent/Guardian may incur due to personal injury or illness are Participant and/or Parent/Guardian's financial responsibility and not that of the Hospital or the Program.

Waiver and Release

Participant and Parent/Guardian voluntarily consent to Participant's participating in the Program. In consideration of the Hospital's acceptance of Participant's participation in the Program, Participant and Parent/Guardian, on their own behalf and on behalf of their 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 Participant 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 Participant or arising from any accident or injury in connection with or attributable to the acts of Participant.

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.

Parent/Guardian Signature

Date