



Down Syndrome Association of Brazos Valley

Greetings, Parents:

We're glad that you have expressed an interest in our group's new fitness class. Please remember that this is a new class we are creating from scratch—it's an experiment and we will need your input and support to make it work. Be patient with us as we explore the best days, times and class structures that fit our children and adults.

Our intent is to give members of our support group with Down syndrome another opportunity to get outdoors, exercise in fun and creative ways, get to know other members, and learn about good diet and nutrition tips. *We welcome your suggestions as we move forward.*

We'd like to start the first class this week! **Please meet us at 9a.m. on Saturday, at College Station Teen Center.** You'll have a chance to meet our instructors and get a feel for the class.

Before we begin, we must have your payment and the attached registration/information form on file. Please take a few minutes to fill it out so we know everything we need to know about our participants.

Please bring this form and your \$25 check to the first class or mail it to the following address before Friday.

**Christy Knight, President
Down Syndrome Association of Brazos Valley
2910 Horseback Ct.
College Station TX 77845
ATTN: GET MOVING FITNESS CLASS**

Thank you for your support of our new fitness class!

REGISTRATION FORM

Please fill out the following information:

PARTICIPANT INFORMATION

Date: _____

Participant's name: _____ Age: _____

Parents/Guardian name: _____

Phone: (home) _____ (emergency) _____

Email address: _____

Address: _____

We assume all participants have Down syndrome. What other health conditions and concerns do we need to know about, if any?

What would you like to see your child get out of the program?

Functional capacity of the participant:

___ Unrestricted: No restrictions need to be placed on the participant relative to vigorousness or type of activity.

___ Restricted: Participant's condition is such that the intensity and type of activity needs to be limited.

___ Mild: Ordinary physical activity need NOT be restricted, but unusually vigorous efforts need to be avoided.

___ Moderate: Ordinarily physical activity needs to be moderately restricted and sustained strenuous efforts need to be avoided.

___ Limited: Ordinary physical activity needs to be markedly restricted.

Is the participant subject to seizures? ___ yes ___ no

Consent for Photographs, Videos or Television

I, the undersigned, hereby authorize photographs, videotape, or movies of participant's name) _____ by representatives of the Down Syndrome Association of Brazos Valley or our instructors to be used on our web site (www.downsyndromeofbcs.com) and in the local media to further promote our support group and Down syndrome awareness and inclusion.

Date

Signature of Parent or Guardian

Date

Signature of Witness

I further agree that the aforementioned program may use or permit other persons to use the negatives or the prints prepared thereof for any such promotional and educational purposes and in such manner as may be deemed beneficial and necessary. It is understood that the individual's name will not be visible during such usage unless permitted by the undersigned.

Date

Signature of Parent or Guardian

Date

Signature of Witness

Program Name: Down Syndrome Association of Brazos Valley GET MOVING Fitness Program

WAIVER, INDEMNIFICATION, AND MEDICAL TREATMENT AUTHORIZATION FORM

1. EXCULPATORY CLAUSE. In consideration for receiving permission for my/my child's participation in any and all activities of GET MOVING FITNESS PROGRAM (herein referred to as "GET MOVING"), which is sponsored by the Down Syndrome Association of Brazos Valley, (herein referred to as "sponsor"), I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes sponsor, The Down Syndrome Association of Brazos Valley, and its members, officers, servants, agents, volunteers or employees (herein referred to as RELEASEES or INDEMNITEES) from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while participating in such activity, while traveling to and from the activity, or while on the premises owned or leased by RELEASEES, ***including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.*** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

2. INDEMNITY CLAUSE. I am fully aware that there are inherent risks to my child, myself and others involved with this activity, including but not limited to minor injuries such as bruises and more serious injuries such as broken bones, dislocations and muscle pulls. The risk also includes catastrophic injuries such as permanent paralysis or even death from falls or pool accidents, and I choose to voluntarily participate/allow my child to in said activity with full knowledge that the activity may be hazardous to me, my child and my property, and to the person and property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I/my child should not participate. ***I agree to indemnify and hold harmless INDEMNITEES*** from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, which may occur to myself, my child, other participants, and third-persons as a result of my/my child's participation in said activity, ***including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of INDEMNITEES.***

3. NO INSURANCE. I understand that RELEASEES may or may not maintain any insurance policy covering any circumstance arising from my/my child's participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage. Organization may not carry general liability insurance to cover claims arising from this activity so it seeks a waiver of claims as additional consideration for the right to participate so organization, can (a) provide the activity at the lowest possible cost to participants; and (b) provide access to a greater number of participants by expending limited resources on program materials rather than on liability insurance.

4. BINDS HEIRS. It is my express intent that this agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the laws of the State of Texas.

5. MEDICAL AUTHORIZATION, INDEMNITY FOR MEDICAL EXPENSES, and WAIVER. I understand RELEASEES cannot be expected to control all of the risks articulated in this form and RELEASEES may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required, as determined by a medical professional at the medical facility, during my/my child's participation in this activity with the understanding that the cost of any such treatment will be my responsibility. I agree to indemnify and hold harmless INDEMNITEES for any costs incurred to treat me/my child, even if an INDEMNITEE has signed hospital documentation promising to pay for the treatment due to my inability to sign the documentation. I further agree to release, waive, discharge, covenant not to sue, and agree to hold harmless for any and all purposes, RELEASEES from any and all liabilities, claims, demands, injuries (including death), or damages, including court costs and attorney's fees and expenses, that may be sustained by me/my child while receiving medical care or in deciding to seek medical care, including while traveling to and from a medical care facility, **including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence per se, statutory fault, or strict liability of RELEASEES.** I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

6. VOLUNTARY SIGNATURE. In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; sponsor has not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself and my child from its terms and the associated risks of the activity by simply not participating in the activity and choosing some other activity available to me/my child that has a lower level of risk to myself and my child. I further understand this is a voluntary, extracurricular activity. While I understand alternative activities are available to me/my child that do not have the risks associated with this activity I still desire to voluntarily engage/permit my child to engage in this activity.

**SIGNING THIS DOCUMENT INVOLVES THE WAIVER OF VALUABLE LEGAL RIGHTS.
CONSULT YOUR ATTORNEY BEFORE SIGNING THIS DOCUMENT.**

SIGNED this _____ day of _____, 20_____.

Parent Signature:_____

Printed Name:_____

Participant's Date of Birth:_____

Parent or Legal Guardian Signature:_____ (If Participant is under 18 years old)

Parent or Legal Guardian Printed Name:_____ (If Participant is under 18 years old)

**If the participant has medical insurance, please indicate:
Insurance Company:**_____

Policy Number:_____

Name of Primary Policy Holder:_____

Please list any special services your child may require:_____

In case of emergency, contact_____

at the following number:_____