

KidSpirit Informed Consent

I am the parent or legal guardian of this minor (_____) I agree that the Participant may participate in the KidSpirit program. I understand that during the program, the Participant will be involved in outdoor physical activities. Physical reactions to exercise may include heat-related illness, abnormal heartbeats and blood pressure and, in rare instances, events such as heart attacks. While KidSpirit takes all reasonable precautions, we can make no guarantees regarding these and other risks. Recognizing the risks of the program, and in consideration for allowing the Participant to participate in the program, I hereby release, discharge and agree to hold harmless, and to indemnify KidSpirit, their owners, directors, officers, contributors, sponsors, employees, contractors, agents and assigns against and from any causes of action, claims, demands, damages, costs, loss of services, expenses, compensation, all consequential damages and attorneys' fees (regardless whether pursuant to the laws of any county, state or country) claimed by, through or on behalf of me or the Participant related directly or indirectly to the program, and specifically including any and all claims for personal injuries sustained while participating in program activities without regard to negligence or negligent conditions.

In addition, I hereby authorize KidSpirit, if after a reasonable attempt has been made to reach a parent, guardian or emergency contact to obtain consent, or if sound medical practice decrees that there is not time to make such an attempt, to consent to any x-ray examination, anesthetic, dental, medical or surgical diagnosis or treatment, and hospital care, to be rendered to the Participant under the general or special supervision and on the advice of any physician or surgeon who may treat the Participant, and consent to any x-ray examination, anesthetic, dental, medical, or surgical diagnosis or treatment and hospital care, to be rendered to the Participant by any health care professional who may treat the Participant. I agree to pay for any such treatment and to reimburse KidSpirit, for all costs and expenses it may incur related to such treatment.

I hereby grant to KidSpirit the absolute and irrevocable right and permission, in respect of the photographs and videos that have been or will be taken of the Participant or in which the Participant may be included with others, to copyright the same, in the name of KidSpirit or otherwise; to use, re-use, publish and republish the same in whole or in part, individually or in conjunction with other photographs and videos, and in conjunction with any printed matter, in any and all media now or hereafter known, and for any purpose whatsoever; and to use my name in connection therewith. I hereby release and discharge KidSpirit from any and all claims and demands arising out of or in connection with the use of the photographs and videos, including without limitation any and all claims for libel or invasion of privacy.

I expressly agree that this consent is intended to be as broad and inclusive a release of liability as permitted by applicable law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I hereby warrant and represent that I am 18 years old or older; I have carefully read this consent and agree to its terms and conditions, that before signing this agreement I had the chance to ask questions; and I am aware that by signing this consent, I assume all risks and waive and release certain substantial rights that I and participant may have or possess against KidSpirit. To the extent permitted by applicable law, I hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding related to this agreement.

I have fully read the above permissions and releases, understand them, and I expressly agree to them. I hereby certify that there are no contraindications to the Participant's participation in the KidSpirit program. I am the parent or legal guardian of the Participant, and this permission and release is binding on me and my executor, administrators and heirs.

Parent Signature _____ **Date** _____

Refund/Payment Policy

Full payment is required at time of registration. Class sessions can be changed or canceled two weeks prior to the first day of class for a full refund, less \$25 administration fee. No refunds or cancellations once the class session has begun, except for medical emergencies with a note from a doctor.

Parent Signature _____ **Date** _____

Release and Consent for Recorded Media

I hereby give consent and permission for this child to be photographed or recorded, and understand that such media becomes the property of OSU KidSpirit and may be used in any medium, including print, World Wide Web, video, or audio. I waive any right to inspect or approve the finished medium or the use to which it may be applied. I represent that I have read and fully understood the above paragraphs and am knowingly and voluntarily executing this release.

Parent Signature _____ **Date** _____