



Participant Name: _____

Parent/ Guardian Name: _____

**PC ALL POLICIES AND PROCEDURES
AND
PARTICIPATION AGREEMENT, WAIVER AND RELEASE OF LIABILITY**

Enrollment Requirements

- All participants must be age 18 and older with a cognitive or developmental disability or impairment.
- All participants must be ambulatory or independently mobile.
- All participants must be able to be transported in a standard van.
- All participants must be able to function with safety and discipline in group size of five (5) participants to one (1) program facilitator.
- All participants must be able to follow the Standards of Conduct/Behavior listed below.
- All participants must sign the Participation Agreement, Waiver and Release of Liability form BEFORE attending PC ALL activities (see below).
- All participants must sign the National Ability Center Waiver BEFORE attending PC ALL activities. <http://www.discovernac.org/wp-content/uploads/2013/05/Participant-Packet-Medical-History-1.pdf>

Standards of Conduct/ Behavior

PC ALL offers activities to participants that are enjoyable and promote socialization with other participants. PC ALL requires that all participants practice respect and care with other participants, staff and PC ALL facilities.

- All participants must be willing and able to follow directions.
- Participants who require supervision for behavior/and or health monitoring must provide a qualified personal aide responsible for safety and wellness of participant. Fees for the aid will be the responsibility of the participant, parent(s) or guardian.
- All participants must not engage in profane, obscene, indecent, abusive or highly offensive language and gestures.
- All participants must not engage in fighting, making verbal threats or acts of physical or verbal intimidation or use of physical force against of any participants or staff including harassment and hazing.
- All participants must not engage in the destruction of any part of the grounds, building or property used in activities.
- All participants must not engage in any conduct or make any statements that disrupt the orderly participation in activities.
- PC ALL requires the right to screen all applicants for the appropriateness of our activities to prospective participants.
- PC ALL reserves the right to send participants home if their behavior is judged to put themselves, other participants or staff at risk.

Sickness Policy

For the protection of staff and all other participants, anyone that has or exhibits any of the following please refrain from participating in our programs or activities:

- | | | |
|----------|------------|---------------|
| • Fever | • Headache | • Sore throat |
| • Nausea | • Diarrhea | • Earache |

• Congestion

• Cough

• Runny Nose

Many of our participants have compromised immune systems, and exposure to viral and/ or bacterial infection could have serious consequences. If PC ALL determines that a participant is ill, the parent(s) or emergency contacts of that person will be notified and are responsible for pickup within a reasonable period of time. Before returning to lessons or activities the participant must:

- Be free of fever, vomiting or diarrhea for 24 hours without suppressants.
- Allow 24 hours since the first dose of prescribed antibiotics.
- Await the results of a throat culture or other tests are negative.

Medical Condition

If participants are ill or have a fever, we discourage their participation. If a participant becomes ill during a class, a parent or guardian will be notified and asked to pick the participant. If a parent/guardian is unavailable, the emergency contacts will be called. Please follow the sickness policy before returning to activities.

Medical Treatment

PC ALL is authorized in an emergency situation to request the services of any emergency and/or licensed medical personnel to provide any medical services or treatment and/ or hospital care required to be rendered to participants. It is also understood that the participant or parent/guardian will be held responsible for any expenses incurred during the medical treatment of the participant. PC ALL has the right to determine the emergency personnel or facility within reason.

Conflict Resolution

Problems should be handled immediately, confidentially and directly between the parties involved and the PC ALL Board of Directors. Parents/guardians or participants who feel that their concerns are not being addressed may contact the PC ALL Board of Directors at info@parkcitylifelonglearning.org.

PC ALL reserves the right to decide when we are unable to serve a participant due to unavailable resource(s) and or/safety concerns for participation. This determination is made on the basis of physical, behavioral and other limitations.

Attendance and Registration

- For NAC classes - PC ALL follows the NAC Cancellation Timeline regarding refunds and attendance.
- Participants must register through the NAC website prior to attending PC ALL classes.
- Participants must sign-in upon arrival to class.
- To cancel send an email to: andreaT@discovernac.org.
- PC ALL honors the NAC scholarship program. Participants utilizing the NAC scholarship program must submit the appropriate paperwork to the NAC.

Late Policy

For classes held at the NAC - PC ALL follows the NAC Late Policy.

Media Release

I hereby grant permission to record the participant's voice, photograph, video him/her for various promotion or information. The use may come in the format of television, newspapers, newsletters, brochures, radio, and/or other media. I release PC ALL from any liabilities arising from such media use. I understand that I (or the participant) will not receive payment for these media uses.

PARTICIPATION AGREEMENT, WAIVER AND RELEASE OF LIABILITY

In consideration of the activities (the "Activity") offered by PC ALL, Inc. their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PC ALL") and as consideration for the right to participate in the Activity, I on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative knowingly and voluntarily enter in this agreement, waiver, and release of liability and agree as follows:

- I understand and agree that the activity may entail known and unanticipated risks, including risks associated with traveling to and from the activity, which may include among other things, physical or psychological injury, pain, suffering, illness, disfigurement, temporarily or permanent disability (including paralysis), economic or emotional loss and death.
- I understand and agree that these injuries or outcomes may arise from my own or others' conduct, conditions related to travel or the condition of the activity locations. Nonetheless, I assume all related risks, both known and unknown to me of participation in this activity including travel to, from and during this activity.
- I understand and agree that PC ALL organizers have difficult tasks to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness, abilities, emotional or behavioral tendencies. They might misjudge participants' abilities, emotional, behavioral tendencies. They might misjudge the weather and or environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I understand and accept the right of PC ALL to decide when PC ALL is unable to serve a participant due to unavailable resources and/or safety concerns for participation.
- I hereby voluntarily release, forever discharge, and agree to indemnify, hold harmless and waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation in the activity, and do hereby release and forever discharge PC ALL, their affiliates, managers, members, agents, owners, volunteers, employees, attorneys, heirs, representatives, predecessors, successors and assigns, from any and all claims, demands, or causes of action, which are in any way connected with participation in this activity or **including any such claims which allege negligent acts or omissions of PC ALL.**
- Should PC ALL, or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce or defend this agreement, I agree to indemnify and hold harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury and damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have or may incur.
- I agree that any such legal action that may be filed, will be filed in the State of Utah and that the substantive law of that state shall apply without regard to conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PC ALL, on the basis of any claim from which I have released them herein.

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.

Signature of Participant: _____ **Date:** _____

Print Name: _____

Address: _____

Phone: _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed by guardians of participants)

In consideration of _____ (print name) being permitted by PC ALL, to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless PC ALL from any and all claims as herein set forth which are brought by, or on behalf of, and which are in any way connected with such use or participation by _____ (print name).

Signature of

Parent/Guardian: _____ **Date:** _____

Print Name: _____

Address: _____

Phone: _____