

SRACLCL WAIVER AND RELEASE

Seizure Information Important Information

It is the policy of the Special Recreation Association of Central Lake County (SRACLCL) to seek immediate emergency help anytime a participant has a seizure. SRACLCL understands this individual has seizures on a regular basis. The purpose of this waiver is for all parties responsible to agree upon an appropriate time to wait before calling for emergency services. SRACLCL staff will change procedure and wait for two minutes before contacting EMT services unless the seizure becomes more severe in nature (i.e. Grand Mal) or the individual stops breathing at any time. If the seizure lasts for more than two minutes, EMT will be contacted.

Warning of Risk and Parent/Guardian Responsibility

Despite careful and proper preparation, instruction, medical advice, and equipment, there is still a risk of serious injury if a seizure occurs. SRACLCL staff are recreation professionals with little, if any medical background, training, and/or experience. Therefore, unlike medical providers such as doctors, nurses, and EMTs, or parents with significant experience in dealing with the medical needs and concerns of their children, SRACLCL staff cannot be held to the same standards, abilities, expertise or experience as the aforementioned persons.

Understandably, not all hazards and dangers associated with this change of procedure can be foreseen. Certain risks and dangers include but are not limited to, failing to assess and/or recognize a medical emergency, failing to recognize the need to summon emergency medical services, failing to comply with the written instructions, and all other potential complications associated with this change of procedure. In this regard, it must be recognized that it is impossible for the SRACLCL to guarantee your child's safety in the accommodation of your request.

You are required to cooperate with the SRACLCL in assessing and addressing the needs of your child/ward, including but not limited to, providing authorizations to contact your child's/ward's medical providers. You are further responsible for providing necessary and adequate instructions, procedures, training and demonstrations to SRACLCL staff, and any failure to cooperate may result in denial of your accommodation request and temporary suspension of your child/ward's participation in this program.

WAIVER AND RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION

The Parent(s) and/or Guardian(s) acknowledge and understand this change of procedure is not recognized as a "reasonable accommodation" under the Americans With Disabilities Act ("ADA") and the SRACLCL is under no legal obligation to accommodate my request to provide this change of procedure to my child/ward. The Parent(s) and/or Guardian(s) further understand and agree the SRACLCL, including its officers, employees, agents, and volunteers (hereafter collectively referred to as the "SRACLCL") are to incur no liability as a result of any injury or damage arising from the performance or failure to perform this change of procedure.

The Parent(s) and/or Guardian(s) hereby fully and forever release and discharge the SRACLCL from any and all liability, claims, demands, injuries, actions or causes of action, including attorney's fees and costs, as a result of any action or failure to take action by the SRACLCL. The Parent(s) and/or Guardians

expressly agree that the child's/ward's participation in this SRACLCL program is undertaken at the sole risk of the child/ward and/or Parent(s) and/or Guardian(s) and that the SRACLCL shall not be liable for any damages or injuries to the child/ward or be subject to any claim, demand, injury, action or causes of action, including but not limited to for any injury or damage resulting from the negligence of the SRACLCL, SRACLCL guests and/or other participants and/or third parties.

The Parent(s) and/or Guardian(s) agree to indemnify, defend and hold harmless the SRACLCL against any and all claims, damages and liability arising out of SRACLCL's change of procedure.

The Parent(s) and/or Guardian(s) recognize and agree that the failure of any guardian, parent and/or child to comply with SRACLCL policies, guidelines, direction, request for cooperation, regulations, or rules may result in non-admission or removal from the program.

The Parent(s) and/or Guardian(s) have read and fully understand the above important information, warning of risk and parental/guardian responsibility, assumption of risk, indemnification, and waiver and release of all claims. If registering on-line or via fax, I agree that my on-line, electronic or facsimile signature shall substitute for and have the same legal effect as an original form signature.

PLEASE PRINT

Participant's Name

(Signature of parent/guardian)

Date _____

PARTICIPATION WILL BE DENIED

If the signature of the adult participant or parent/guardian and date are not on this waiver.