



## Release of Liability

Name of Participant: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

I authorize The Arc of the Capital Area to request, approve, or administer any medical attention needed by the Participant.

I confirm that I have fully disclosed to The Arc of the Capital Area all pertinent facts about Participant's needs and disability and acknowledge full liability and responsibility for any failure to do so. I affirm that I do not believe that the Participant has any medical, psychological, or emotional conditions that in any way could result in harm to the Participant or others attending with or supervising the Participant at The Arc of the Capital Area.

I hereby release and discharge The Arc of the Capital Area and its agents, servants, and employees from all claims, causes of action, and liability arising out of or related in any way to the above-named individual's participation in The Arc of the Capital Area's program activities whether on-site or during the course of a field trip. I expressly release, on behalf of myself and/or the Participant, The Arc of the Capital Area and its agents, servants, and employees from liability for any act or omission, including negligence, which results in injuries or damages to the Participant whether on-site or during the course of a field trip. I further indemnify The Arc of the Capital Area for any losses, damages, costs, claims or attorneys' fees associated with any injury sustained or caused by the Participant.

X

\_\_\_\_\_  
Signature of Client or Gaurdian

\_\_\_\_\_  
Date



## Consent to Use Photographs, Video Images, Spoken and Written Comments

The Arc of the Capital Area (the Arc) is always pleased when a client is willing to communicate the stories, experiences, and information about his or her services at the Arc. The Arc respects the privacy of our clients, visitors and staff. Ensuring that health information is kept confidential is among our highest priorities.

The Arc seeks your consent to allow us to take and use audio/video/photographic material of you in our internal and external communications, including social media such as Facebook, twitter, Instagram, and google+, general interest and to distribute such materials online, in print and in news media (such as TV, radio, newspapers and magazines).

We will keep a copy of your written permission on file. If not revoked/withdrawn by me, this authorization expires ten (10) years from the date that I sign it. I understand that I may revoke this Authorization at any time by providing The Arc with written notice stating that the Authorization is cancelled. However, I understand that the revocation will not affect uses or disclosures that occurred prior to the date that The Arc received the revocation. If I decide to sign this form, I have the right to request that audio/video recording, filming, or photographing cease at any time. I am aware that my personal information will exist forever in either a recorded, printed, and/or electronic version or other version as may develop over time and that once it is published or disclosed in any form it will continue to be used.

Once my personal information is disclosed to the persons or organizations authorized by this form, my personal information have the potential to be further disclosed by these parties and would no longer be protected by the HIPAA Privacy Rule. The Arc is not responsible for any such subsequent disclosures.

I acknowledge that I have read and understand this form, and have been provided a copy of this form for my records. I understand that I may access and copy the information described on this form. I acknowledge that I do not have to sign this authorization form in order to receive any services from The Arc or in order to receive any other health care treatment, payment, enrollment in a health plan, or eligibility for benefits.

**I do give permission for the Arc of the Capital Area to use my name and written comments and consent to take and make use of my audio/video/photographic images in publications produced by or on behalf of the Arc and on social media. This permission extends to both electronic versions on the Arc's website and other internet/electronic applications as well as to printed, filmed and taped versions.**

Printed Name of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Client (or Personal Representative\*): \_\_\_\_\_

\*Name of Personal Representative (if applicable): \_\_\_\_\_

\*Relationship to the Client and Authority to Act: \_\_\_\_\_



## **Client Use of Technology Agreement and Release of Liability Form**

The Arc of the Capital Area authorizes students to use technology owned or otherwise provided by The Arc of the Capital Area as necessary for instructional purposes. The use of the companies technology is a privilege permitted at the companies discretion and is subject to the conditions and restrictions set forth in applicable policies, administrative regulations, and this Acceptable Use Agreement. The company reserves the right to suspend access at any time, without notice, for any reason.

The company expects all students to use technology responsibly in order to avoid potential problems and liability. The company may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use companies technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

### **Definitions**

The Arc of the Capital Area's technology includes, but is not limited to, computers, the companies computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, software, third-party applications and/or future technological innovations, whether accessed on or off site or through company-owned or personally owned equipment or devices.

### **Student Obligations and Responsibilities**

Students are expected to use the companies technology safely, responsibly, and for educational purposes, accessing personal email, social media accounts only. The student in whose name companies technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Students are prohibited from using The Arc of the Capital Area's technology for improper purposes, including, but not limited to, use of companies technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying").
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
5. Intentionally disrupt or harm company technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other company personnel, changing settings on shared computers).

6. Install unauthorized software.
7. "Hack" into the system to manipulate data of the company or other users.
8. Engage in or promote any practice that is unethical or violates any law or policy, administrative regulation, or companies practice.

### **Privacy**

Since the use of companies technology is intended for educational purposes, students shall not have any expectation of privacy in any use of companies technology.

The Arc of the Capital Area reserves the right to monitor and record all use of company technology, including, but not limited to, access to the Internet or social media, communications sent or received from company technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity.

Students should be aware that, in most instances, their use of companies technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any companies technology are the sole property of the companies. The creation or use of a password by a student on companies technology does not create a reasonable expectation of privacy.

### **Personally Owned Devices**

If a student uses a personally owned device to access The Arc of the Capital Area's technology, he/she shall abide by all applicable policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

### **Reporting**

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of the company's technology, he/she shall immediately report such information to the teacher or other personnel.

### **Consequences for Violation**

Violations of the law, policy, or this agreement may result in revocation of a student's access to companies technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, policy, or this agreement may be reported to law enforcement agencies as appropriate.

### **Student Acknowledgment**

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and policies and regulations governing the use of technology. I understand that there is no expectation of privacy when using the companies technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Student Name: \_\_\_\_\_ Student Signature: \_\_\_\_\_

**Parent or Legal Guardian Acknowledgment**

As the parent/guardian of the above-named student, I have read, understand, and agree that above-named student shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use The Arc of the Capital Area technology and/or to access the companies computer network and the Internet. I understand that, despite the companies best efforts, it is impossible for the company to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless The Arc of the Capital Area and its company personnel against all claims, damages, and costs that may result from my student's use of the company technology or the failure of any technology protection measures used by the company. Further, I accept full responsibility for supervision of my students use of his/her access account if and when such access is not in the company's setting.

Parent Name: \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## ACKNOWLEDGEMENT FORM

This form acts as a comprehensive signature acknowledgement indicating you have received the information where to find the Participation Handbook ([www.arcaustin.org](http://www.arcaustin.org)) with our agency policy, procedures and guidelines of the daytime arts education program with The Arc of the Capital Area.

Initial next to each area below to indicate the understanding and acceptance of these policy, procedures and guidelines.

**I Accept:**      **Title**

	Divine Canines Pet Therapy
	Admission Guidelines
	Attendance Policy
	Payment Policy
	Discharge Policy
	Consumer Rights and Responsibilities
	Code of Ethics
	Confidentiality
	Grievance Procedures

Client Signature:

Parent or Guardian of Client:

The Arc of the Capital Area Staff Member Signature:

By signing above, you acknowledge receipt of the information and policies as listed above. You further acknowledge that you have read, understand, and accept each policy in its entirety, and have indicated so by initialing above. You acknowledge that you have retained the policies in your possession for your records. This Signature Authorization form will become part of your record.