

## **Comprehensive Agreement Involving Adult Participant and Social Motion, Inc.**

I, the program participant, registered on-line or listed below do hereby consent to the following:

### I. General Policies and Waivers

I have read, understand and accept Social Motion Inc.'s policies, as may be updated from time to time at [www.socialmotionskills.org](http://www.socialmotionskills.org).

### II. Truth in Statements Provided

I affirm that the information I have provided to Social Motion Inc. is true, complete and without omission of material fact to the best of my knowledge. A request for release of information from teachers, counselors, therapists and others may be requested. Material misrepresentations or omissions may result in early termination of my enrollment at Social Motion's sole discretion. (See refund policy.)

### III. Safety and Security

I understand that if I act in a manner dangerous to myself or other classroom participants or my behavior creates disturbances that prohibit the class from functioning, I may be asked to leave the class or event and continued enrollment or future participation may be terminated at the sole discretion of Social Motion Inc. (See refund policy). I understand that Social Motion strives to provide a positive and comprehensive learning environment for all its students. In keeping with these goals, Social Motion reserves the right to deny service or terminate the enrollment or participation of any student whom Social Motion decides in its sole discretion is not compatible with its goals. (See refund policy).

### IV. Consent to Treat for Emergency Care

I hereby consent to any medical care and the administration of anesthesia determined by a physician, ambulance or other emergency personnel to be necessary for my welfare while under the care of Social Motion, Inc. and any of its employees, officers, directors, Board members, volunteers, contractors, agents, assigns and any related entitles and their employees, officers, directors, Board members, volunteers, contractors, agents, assigns ("Social Motion") and I am not able to give consent. I hereby agree that I will be solely responsible for and will promptly pay any expenses incurred in making emergency medical care available to me. I acknowledge that I may be waiving some of my legal rights, that I have full responsibility for any actions taken on my behalf pursuant to my medical authorization while under Social Motion's supervision and I agree to defend, hold harmless and indemnify Social Motion from any damage which may arise from any acts of determinations not to act consistent with my medical authorization. This authorization is effective from the date of this registration and will remain in effect until such authorization is withdrawn.

### V. Photo and Media release

I consent to the use of the digital, print, or other medium including (social media) use of my likeness by Social Motion Inc. for publicity, PR, fundraising, marketing and similar uses and waive all rights

and interests in such materials. If you do not agree to grant this permission, please email your specific denial to [admin@socialmotionskills.org](mailto:admin@socialmotionskills.org) for inclusion in your child's registration file.

#### VI. Equal Opportunity Provider

Social Motion Inc. provides services without regard to race, color, sexual orientation, religion or national origin.

#### VII. Availability is Limited-Active / Inactive Status

Due to class size and personalized services, availability may be limited, and a deposit taken to reserve space in an upcoming class.

Active / Inactive Status- Participants are requested to be active and involved with regular participation and communication. If a participant is absent for multiple sessions without communication concerning the absences, participant will be contacted and may be moved to inactive status and a prospective participant from the wait list may be moved into their active spot.

#### VIII.

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#### IX. Programs, Classes, Times and Locations Subject to Change

Programs, classes, times and locations subject to change due to unforeseen circumstances, teacher illness, weather, or other events which would, in the sole discretion of Social Motion, negatively impact class or event operation. Reasonable efforts will be made to contact enrolled participants (by phone and email on file) in case of schedule changes.

#### X. Teacher Background Checks

All teachers have passed criminal background checks. Consistent with State regulations, this ensures that no one with a history of violent criminal behavior, crimes involving children or other crimes of moral turpitude will work with Social Motion.

#### XI. Volunteer/Visitors

There may be volunteers and visitors for whom we are unable to complete background checks. By participating in our program you agree to their presence.

#### XII. Participation, Payments and Refunds

When you join Social Motion Inc., you make a commitment to support the group with your attendance and participation. Your presence and involvement is important and necessary for personal growth and group interaction.

Full payment for semester classes is due three weeks prior to class start unless partial or monthly payment options have been arranged. If partial or monthly payments are made, the obligation for the full semester tuition remains. Monthly payments are due as scheduled. A full refund of any class deposits or fees is available up to 6 calendar weeks before class start date. A 60% refund of any class deposits or fees is available up to 3 calendar weeks before class start date. No refunds, partial or otherwise are available after 3 weeks prior to class start, except:

Should Social Motion invoke its rights above and terminate your enrollment, a refund for the remainder of the unused classes in the session will be available.

### XIII. Attendance and Timing

Attendance and timeliness are important for the proper functioning of our classes and activities. Students may arrive up to 15 minutes before class start time. If students arrive late it is disruptive to all involved and you may be asked to reschedule. Students must be picked up in a timely manner after class. If delays are necessary, participants must contact the teacher or the Social Motion office at 713-461-7200 during regular business hours. Social Motion reserves the right to charge a late pick up fee prorated at a rate of \$100 / hour.

### XIV. Privacy and Security Policy

We use the information you provide about yourself to correspond with you and provide our services. We use third party service providers, such as Active Network for class registration and payments, and credit card service processors (including PayPal) for payment processing. We do not share your personal information with outside parties except to the extent necessary to complete our services.

We use E- mail addresses to correspond with you about our services and to inform you about our activities and upcoming events via newsletters and E-blasts scheduled through Constant Contact.

For further information about your personal information, please call 713- 461-7200 or email [info@socialmotionskills.org](mailto:info@socialmotionskills.org).

Social Motion uses Active Network's - Activeworks Camp & Class Manager for registration and on line payment.

Active Network's privacy policy can be viewed at: <http://www.activenetwork.com/information/privacy-policy>

Active Network's Security information can be found at: <http://www.activenetwork.com/information/security>

### XV. Liability Release and Waiver

**PLEASE READ CAREFULLY! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS!**

**This release and waiver of liability is being executed upon enrollment in favor of Social Motion**, for the activities described below. The registrant or Registrant/ Undersigned wants to engage in classes or activities associated with Social Motion Inc. programs or special events which may include community outings, operating equipment, working in the Social Motion offices or at other sites associated with Social Motion Inc. programs or special events, traveling to or from such offices or sites, and working with people with disabilities. The Registrant/ Undersigned hereby freely, voluntarily and without duress executes this Release and Waiver under the following terms:

**GENERAL RELEASE AND WAIVER:** The Registrant or Registrant/ Undersigned releases and forever discharges and holds harmless Social Motion and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Registrant/ Undersigned's activities with Social Motion. The Registrant/ Undersigned understands that this Release discharges Social Motion from any liability or claim that the Registrant/ Undersigned may have against Social Motion with respect to bodily injury, personal injury, illness, infection, death or property damage that may result from the Registrant/ Undersigned's activities with Social Motion, whether caused by the negligence of Social Motion or its Directors, Officers, Employees, Volunteers, Clients, Visitors or Agents or otherwise. The Registrant/ Undersigned also understands that Social Motion does not assume any responsibility for or obligation to provide any financial assistance or other assistance, including, but not limited to medical, health, or disability insurance in the event of injury or illness.

**INDEMNIFICATION:** The Registrant/ Undersigned shall indemnify, defend, and hold harmless Social Motion, from any and all liability, claims, costs and losses, whether related to property damage, personal injury or death, arising from the Registrant/ Undersigned's activities with Social Motion, whether caused by the willful or negligent acts of Registrant/ Undersigned or the negligent acts of Social Motion. This provision shall survive the term of this agreement.

**Medical Treatment:** The Registrant/ Undersigned releases and forever discharges Social Motion from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Registrant/ Undersigned's activities with Social Motion

#### XIV. Assumption of Risk

The Registrant/ Undersigned understands that activities may include physical activity or work that maybe hazardous to the Registrant/ Undersigned, including, but not limited to, loading and unloading, operation of equipment and /or tools, transportation to and from programs and/or sites, community activities, and exposure to disease or illness. The Registrant/ Undersigned expressly and specifically assumes the risk of injury or harm inherent in the activities and releases Social Motion from all liability for injury, illness, death or property damage resulting from the activities.

#### XV. Insurance

The Registrant/ Undersigned understands that Social Motion does not carry or maintain health, medical or disability insurance coverage for any Registrant/ Undersigned. The Registrant/ Undersigned is expected to and encouraged to obtain his or her own medical or health insurance coverage.

#### XVI. Confidentiality

The Registrant/ Undersigned understands that information regarding Social Motion clients, donors, and staffs' personal information, company financial and related program information is confidential and agrees to keep all such information confidential.

#### XVII. Other

The Registrant/ Undersigned expressly agrees that the Releases and Waivers contained in this agreement are intended to be as broad and inclusive as permitted by the laws of the State of Texas and shall be governed by and interpreted in accordance with the laws of the State of Texas. The Registrant/ Undersigned agrees that in the event that any clause or provision of this document is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this document which shall continue to be enforceable. The releases and waivers are binding on the Registrant/ Undersigned and his or her successors, heirs, personal representatives or assigns.

My electronic agreement to this statement via registration and/or participation in Social Motion, Inc. programs is considered as binding as my written signature.

Questions or concerns may be made directly to Wendy Dawson at [wendydawson@socialmotionskills.org](mailto:wendydawson@socialmotionskills.org).