

**ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM  
for Spotlight RDS**

**PLEASE PRINT—You must fill out the form completely.**

**DATE:** \_\_\_\_\_, 20\_\_\_\_

**Participants Full Name (1)**

\_\_\_\_\_

**Age** \_\_\_\_\_

**Participants Full Name (2)**

\_\_\_\_\_

**Age** \_\_\_\_\_

**Participants Full Name (3)**

\_\_\_\_\_

**Age** \_\_\_\_\_

**Parents Full Name/Relationship to student:**

\_\_\_\_\_

**Phone/Email**

\_\_\_\_\_

**Emergency Name/Phone/Relation**

\_\_\_\_\_

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I certify that I am in good health and that I do not pose a health risk to the public. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event in which I may**

participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I HEREBY WAIVE, RELEASE, AND DISCHARGE Spotlight RDS and all divisions thereof of any and all liability and responsibility for injuries, sickness, pandemics, accidents, natural disasters and/or acts of God incurred during participation in and/or instruction of camps, private lessons, or any activity I may participate. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Spotlight RDS and their employees, volunteers, or the activity or event holders, activity or event sponsors, activity or event volunteers. I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this waiver, release and registration form from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. PARENT / GUARDIAN WAIVER FOR MINORS (Only if student is under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor, the parents, of the legal guardian.

Participant's Signature (if under 18 years old, Parent or guardian must sign)

\_\_\_\_\_

Date Signed \_\_\_\_\_

1st Student's name: \_\_\_\_\_ Birthday: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

2nd Student's name: \_\_\_\_\_ Birthday: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

3rd Student's name: \_\_\_\_\_ Birthday: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Is it ok to send messages via Text? \_\_\_\_\_

Mother's Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Emergency Contact and Relationship: \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_

Class Requested: (You will be contacted with confirmation of your child's class days and times)

1st Child/Class: \_\_\_\_\_

2nd Child/Class: \_\_\_\_\_

3rd Child/Class: \_\_\_\_\_

**\*\* Please declare any physical problems or restrictions (including those of adults who are participating with or without a child) and list any mental or special custody situations that would be important for us to be aware of:**

Child's Physician: \_\_\_\_\_ Phone: \_\_\_\_\_

Restrictions: \_\_\_\_\_

## **SPOTLIGHT RDS CONCUSSION AND HEAD INJURY POLICY**

In compliance with House Bill 204 – “Protection of Athletes with Head Injuries Act”; Spotlight RDS has implemented the policy below which requires adherence by all coaches, volunteers, parents, legal guardians, participants, and agents of Spotlight RDS. General Concussion Description A concussion is a brain injury, and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and even death if not recognized and managed properly. In other words, even a “ding” or a bump on the head can be serious. Symptoms and signs of concussions (see traumatic head injury below) may show up right after the injury or can take hours or days to fully appear. If your athlete reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away. You cannot see a concussion and most sports concussions occur without loss of consciousness. Nature and Risk A concussion or a traumatic head injury; and continuing to participate in a sporting event after sustaining a concussion or a traumatic head injury can leave the athlete vulnerable to greater injury or death. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first. This can lead to prolonged recovery, or even severe brain swelling with devastating and even fatal consequences. Policy Requirements If Spotlight RDS, its agents, coaches, volunteers, parents or legal guardians suspects an athlete (a child who is under the age of 18) of sustaining a concussion or traumatic head injury while participating in a sporting event; the athlete shall be removed immediately. Upon removal of athlete suspected of sustaining concussion or a traumatic head injury, a written medical clearance from a qualified health care provider is required before the athlete can return to participate in any sporting event. 1) “Qualified Health Care Provider” means a health care provider who: (a) is licensed under Title 58, Occupations and Professions; (b) may evaluate and manage a concussion within the health care provider's scope of practice; and (c) within three years before the day on which the written statement is made, have successfully completed a continuing education course in the evaluation and management of a concussion. 2) “Sporting event” means any of the following athletic activities that are organized, operated, managed, or sponsored by Spotlight RDS, such as: a game, a practice, a clinic, a sports camp, an educational class, a competition, or a tryout. 3) “Traumatic head injury” means an injury to the head arising from blunt trauma, an acceleration force, or a deceleration force, with one of the following observed or self-reported conditions attributable to the injury: (a) transient confusion, disorientation, or impaired consciousness, (b) dysfunction of memory, (c) loss of

consciousness, or (d) signs of other neurological or neuropsychological dysfunction, including: (i) seizures, (ii) irritability, (iii) lethargy, (iv) vomiting, (v) headache, (vi) dizziness, or (vii) fatigue.

**Concussion Action Plan** What should a parent and/or legal guardian do when a concussion is suspected? 1. Report the suspicion to the coach: a. Look for the symptoms and signs of a concussion (see traumatic head injury above) b. When in doubt, remove the athlete from play 2. Ensure that the athlete is evaluated right away: a. Do not try to judge the severity yourself, get assistance from a qualified Health Care Professional as soon as possible 3. Allow athletes to return to play only with permission from a qualified Health Care Provider: a. Repeated concussion prior to recovery can increase the likelihood of further problems 4. Both coach and parent should record the following: a. The cause of the head injury and with what force b. Any loss of consciousness and for how long c. Any memory loss immediately after the injury d. Any seizures immediately after the injury e. Any other pertinent information you may think will help the Health Care Provider

**Acknowledgement** After reading Spotlight RDS Concussion and Head Injury Policy; I understand what a concussion is, have been informed on how to recognize the signs and symptoms and agree to abide by the policy. I understand if my athlete is suspected of having a concussion, he/she will be removed from the sporting event and will not be permitted to continue participating in any upcoming sporting events until a qualified Health Care Professional has determined it to be safe. I will provide Spotlight RDS with a written statement by a qualified Health Care Professional acknowledging the athlete is cleared to resume participation. Within this statement the provider must acknowledge he/she has successfully completed a continuing education course in the evaluation and management of a concussion within three years before the day on which the written statement was made.

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Signature of a parent or legal guardian of the athlete Date

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Print Name (parent or legal guardian) Athlete's Name (Please Print)

**PAYMENT AND REGISTRATION:**

**NEW STUDENT \_\_\_\_\_ or RETURNING STUDENT \_\_\_\_\_**

**1<sup>st</sup> class at regular price and 5.00 off for any additional classes**

- Regular class Price \$ \_\_\_\_\_ Discount -\$ \_\_\_\_\_ Class: \_\_\_\_\_
- Regular Class Price \$ \_\_\_\_\_ Discount -\$ \_\_\_\_\_ Class: \_\_\_\_\_
- Regular Class Price \$ \_\_\_\_\_ Discount -\$ \_\_\_\_\_ Class: \_\_\_\_\_
- Regular Class Price \$ \_\_\_\_\_ Discount -\$ \_\_\_\_\_ Class: \_\_\_\_\_
- Regular Class Price \$ \_\_\_\_\_ Discount -\$ \_\_\_\_\_ Class: \_\_\_\_\_

**Registration fee \$ \_\_\_\_\_**

**Discounts (Early or Referral) -\$ \_\_\_\_\_**

**Total \$ \_\_\_\_\_**

**Performance Fees**

**Recital fee \$ \_\_\_\_\_**

**Costume Rental Fee \$ \_\_\_\_\_ ( Half Refundable upon return and inspection of Costumes)**

**Total Performance Fee \$ \_\_\_\_\_**

**IMPORTANT FORMS COMPLETE (office use only)**

\_\_\_\_\_ **WAVIER SIGNED**

\_\_\_\_\_ **CONCUSSION POLICY**

\_\_\_\_\_ **PAYMENT CONTRACT SIGNED**

\_\_\_\_\_ **PAYMENT RECEIVED**

**Administrative signature \_\_\_\_\_**

**Grand total \$ \_\_\_\_\_**

**Total Registration \$ \_\_\_\_\_**

**Amount Paid at Registration \$ \_\_\_\_\_**

**(Due at time of registration is the registration fee and 1<sup>st</sup> month tuition)**

Balance \$ \_\_\_\_\_

Next Payment \$ \_\_\_\_\_ Due on \_\_\_\_\_ term of contract \_\_\_\_\_

12 months ----- Full Year / 9 months ---- School year / 2 months – Summer

Month-Month ---(slight increase in Class cost) Adults only

Private lessons \$ \_\_\_\_\_ (price depends on length and coach)

Payment options

Monthly \_\_\_\_\_ Quarterly \_\_\_\_\_ Bi-annual \_\_\_\_\_ season paid in full \_\_\_\_\_

Payments will be charged for the duration of the contract.

Payment Preference

PayPal \_\_\_\_\_

Credit card \_\_\_\_\_

Name on the card- \_\_\_\_\_

Credit card number \_\_\_\_\_

EXP: \_\_\_\_\_ CVV: \_\_\_\_\_ Zip: \_\_\_\_\_

Cash \_\_\_\_\_

Check \_\_\_\_\_

Venmo \_\_\_\_\_ Name \_\_\_\_\_

The registration fee is \$50 for the 1<sup>st</sup> student and \$20 per additional student enrolled from the same family.

- Missed classes can be made up with Administrative Approval only\*

By signing this agreement, you agree that you will pay for classes for the period indicated, whether you or your children attend classes. No Refunds or Cancellations. Payments are due on the 1<sup>st</sup> day of the month, and late if not received by the 10<sup>th</sup>. Credit cards are required to be kept on file, or an advanced month or tuition. Credit cards are the preferred method of payment but Checks and Cash, PayPal and Venmo are also accepted. Any balance still owed at the end of the season will be charged to the credit card on file.

Checks need to be made out to Spotlight RDS

If payment is declined a late fee will be added to the account. By selecting this payment plan option, you authorize Spotlight RDS to charge the credit card on file the amount due on the 1 st of the month it is due. A \$10 late charge will be charged after the 10 th of the month, if the account is not paid for on time. A fee of \$25.00 will be charged for all returned checks. Payment must be received for Registration to be complete. Payment holds students spot in the class. No refunds.

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

Office Use Only

Administrative signature

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