Inspiring Talkers Therapy and Learning Center

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Consent to Treatment, Waiver & Photo Release

Client Name:		
Parent/Guardian Name:		
Address:		

In consideration of the services of Inspiring Talkers, LLC, their agents, owners, officers, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf. I hereby agree to release, indemnify, and discharge Inspiring Talkers, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Inspiring Talkers activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: playground structures, trampoline, zip line, swings, and climbing structures entail certain risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. This equipment exposes its participants to the usual risk of cuts and bruises. Other more serious risks exist as well. Participants may fall off equipment, sprain or break wrists, ankles and legs, and can suffer more serious injuries as well. Traveling to and from Inspiring Talkers locations raises the possibility of any manner of transportation accidents. Participants may fall on each other resulting in broken bones and other serious injuries. Double bouncing, more than one person per trampoline, can create a rebound effect causing serious injury. Flipping, running, and bouncing is dangerous and can cause serious injury and must be done at the participants own risk. In any event, if you or your child is injured, you or your child may require medical assistance, at your own expense.

Furthermore, Inspiring Talkers employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

- 2. 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.
- 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Inspiring Talkers, LLC from any and all claims, demands, or causes of action, which are in any way connected with my participation in Inspiring Talkers activities or my use of Inspiring Talker's equipment or facilities including any such claims which allege negligent acts or omissions of Inspiring Talkers.
- 4. Should Inspiring Talkers or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5. I certify that I have adequate insurance to cover any injury or 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. In the event that I file a lawsuit against Inspiring Talkers, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of Colorado shall apply in that action without regard to the 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 portions shall remain in full force and effect.

in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Inspiring Talkers 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. Completed for participants under the age of 18 (In consideration of (up to four minors of SAME parent or legal guardian): Name: Birth Date: Name: Birth Date: Name: Birth Date: Name: Birth Date: ("Minor") being permitted by Inspiring Talkers, LLC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Inspiring Talkers from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I further certify that I am the parent or legal guardian of the minor on this agreement. Parent or Legal Guardian's Signature: Print Name: _____ Date: ____ **Photo Release:** I further grant Inspiring Talkers, LLC the right to photograph, videotape, and/or record me and/or my child/ward and to use my or my child's/wards' name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, educational purposes, and promotional materials without reservation or limitation. Parent/Guardian Signature: _____ Date: _____ **Consent for Treatment and Authorization to Release Information** I hereby authorize Inspiring Talkers, through it appropriate personnel, to perform or have performed upon me,

Responsible Party Signature: ______Date: _____

or the above named patient, appropriate assessment and treatment procedures.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation