



**SOAR FOX CITIES, INC.**  
**211 E. FRANKLIN STREET, SUITE A**  
**APPLETON, WI 54911**  
**920-731-9831**

**PARTICIPANT HANDBOOK**

**TABLE OF CONTENTS**

**WELCOME ..... 3**

**VALUES ..... 3**

**UNITED WAY ..... 3**

**INTRODUCTION ..... 4**

**ATTENDANCE AT PROGRAMS ..... 4**

**INCLEMENT WEATHER POLICY ..... 5**

**PAYMENT OF ACTIVITIES/EVENTS ..... 5**

**REFUND POLICY ..... 5**

**MEDICATIONS ..... 5**

**TRANSPORTATION..... 5**

**CHILD RELEASE POLICY ..... 5**

**CHILD ABUSE & NEGLECT POLICY ..... 6**

**SMOKING – DRUGS – ALCOHOL ..... 6**

**INSURANCE ..... 6**

**CODE OF CONDUCT ..... 6**

**BEHAVIOR EXPECTATIONS – MISCONDUCT ..... 6**

**PROBATION..... 7**

**BACKGROUND CHECK ..... 7**

**TERMINATION POLICY ..... 7**

**TERMINATION ..... 7**

**ANNUAL MEMBERSHIP DUES..... 7**

**PROPER ATTIRE ..... 8**

**SOAR FC STAFF ..... 8**

**COMPLAINTS ..... 8**

**VOLUNTEERS ..... 8**

**DISCLAIMERS..... 8**

**ACKNOWLEDGEMENT & RELEASE OF LIABILITY ..... 9**

**ACKNOWLEDGEMENT & RELEASE OF LIABILITY ..... 11**

## SOAR FOX CITIES, INC.

### *Welcome*

Welcome to SOAR Fox Cities, Inc. Our mission as an organization is to be committed to serving individuals with developmental disabilities, their families, and their communities. We accomplish this by promoting opportunities for individuals with differing abilities to assist them in reaching their maximum potential, to have a full life and to achieve a secure future by providing programs and services to individuals with developmental disabilities and their families. We work within our communities to Empower People with Differing Abilities. We are happy to have you as a participant.

SOAR Fox Cities, Inc. is a nonprofit organization, governed by a number of Board Members. It was founded in 1956 by a group of concerned parents of children with developmental disabilities.

SOAR Fox Cities, Inc. is extremely proud of the services we provide to the Fox Valley Community, such as: an extensive Social Recreation Program, Summer Camps, Kids on the Block puppetry presentations, Respite, Kidz Klub, Y3-12, TnT (middle and high school transitioning youth program), Able and Active (Transitioning youth ages 16-26), Advocacy, Community Education, Adult Education and a monthly newsletter. These programs and services are possible due to the generous support of the United Way of the Fox Cities, our members, volunteers, foundations, local businesses, individuals and service clubs, which make an investment in our organization.

For more information and/or questions please contact SOAR Fox Cities, Inc. at 920-731-9831 or e-mail at [info@soarfoxcities.com](mailto:info@soarfoxcities.com). Our mailing address is 211 E. Franklin Street, Suite A; Appleton, WI 54911.

### *Values*

**Integrity** – We conduct ourselves in a way that is honest, fair, transparent and ethical.

**Respect** – We honor and celebrate the differences in ourselves and others.

**Caring** – We show kindness and compassion toward all individuals.

**Advocacy** – We champion the needs and concerns of individuals and their families

**Life-long Learning** – We view learning as an activity that engages and enriches individuals over the course of their lives.

**Community** – We serve as a resource for the community and provide activities that promote the participation of individuals and their families in the larger community.

**Positive Relationships** – We recognize the power of positive relationships, providing opportunities to make human connections and supporting the development of life skills that contribute to strong relationships.

### *United Way*

SOAR Fox Cities, Inc. is currently a member of the United Way of the Fox Cities. A good portion of our funding comes from the United Way. Please contribute generously to the United Way.

## ***Introduction***

This handbook has been developed to help answer frequently asked questions about SOAR Fox Cities, Inc. It is our sincere hope and expectation that all participants, caregivers and guardians read this handbook and become familiar with its contents.

We try our best to keep everyone informed through our monthly newsletters. Please take the time to read this information. If you should have any further questions that are not answered in our materials, please feel free to call and speak with any of the staff at SOAR Fox Cities, Inc.

SOAR Fox Cities, Inc. does not discriminate on the basis of age, race, color, sex, creed, disability, national origin, ancestry, or any other legally protected characteristic of any employee or applicant for employment, or of any participant or member.

SOAR Fox Cities, Inc.'s staff reserves the right to insist upon one-on-one supervision for individuals with severe developmental disabilities.

To be considered as a participant of SOAR Fox Cities, Inc.'s programs and/or services, the following forms will need to be filled out, updated and kept in the participant's file:

1. Membership Registration Form
2. Participant Information Form
3. Acknowledgement Form from the Participant/Guardian Handbook

Note: ***These forms need to be updated annually.*** Throughout the course of the year changes may occur with conditions, medications, etc. and it is very important that SOAR Fox Cities, Inc. staff is aware of all of these changes. It is a safety precaution for all involved including the participant, staff and volunteers. Please call the office (920-731-9831) with any changes.

## ***Attendance at Programs***

It is your responsibility to call, mail or register online in advance to sign up for all programs and services. Sign-ups are on a first come first serve basis. To ensure a reservation, please call, mail or register online immediately upon receiving information about an activity or service in which you would like to participate.

SOAR Fox Cities, Inc.'s office should be notified in the event that a participant cannot attend a program or service. It is imperative that a caregiver or participant call SOAR Fox Cities, Inc.'s office (920-731-9831) to report the absence ahead of time. Adequate advance notice may allow another participant to fill the vacant spot. For the purpose of reporting an absence, SOAR Fox Cities, Inc. can receive calls Monday through Thursday from 9:00 a.m. to 5:00 p.m. and up until the event is about to take place. Please leave a voicemail message in case the office is temporarily closed.

It is the caregiver/guardian/or participant's responsibility NOT to attend any programs or services if the participant is sick. Please stay home.

If the participant gets sick during the hours of the program or service, we will notify the contact listed on the participant's emergency form and have the participant rest away from the other participants until he/she can be picked up. Please be sure a caregiver can be reached at all times. Keeping the participant home when ill and allowing them to rest and recuperate, enables us to provide better services and a healthy environment for all participants.

It is important that all participants be on time for the activities and services. If the participant is running late please call SOAR FC staff so that arrangements can be made to meet the participant when he/she arrives. We want to be

sure that staff is always available when a participant is dropped off. We do not want the participant to be left unattended.

### ***Inclement Weather Policy***

Out of concern for safety, bad weather occasionally forces the closing of a SOAR Fox Cities, Inc. program or service. If it becomes necessary to close SOAR Fox Cities, Inc. for any reason, SOAR FC staff will notify all participants who are signed up for the program or service of the closure. The program or service may be re-scheduled.

In the case of inclement weather on a Saturday morning for bowling, the program coordinator in charge will need to make a decision if the bowling program needs to be canceled. Because we do not ask for a sign up for some of our programs, we will put a cancellation notice on our website's homepage. Please check our website and Facebook pages for real time updates on cancellations.

### ***Payment of Activities/Events***

Fees should be mailed, paid online or dropped off at SOAR FC's office prior to the start of any program or event. Fees are NOT to be paid at the event, especially if the event is at a location other than SOAR FC.

SOAR Fox Cities, Inc. reserves the right, in its sole discretion, to refuse program participation if a participant's account is 30 days or more past due or if the current balance is over \$150.00.

### ***Refund Policy***

Refunds in the form of account credits will be issued to those participants who are unable to attend an activity due to a major illness or emergency provided they have contacted SOAR Fox Cities, Inc. at least 1 day (24 hours) in advance of the activity that they are not able to attend. Exceptions may apply for special ticketed activities (i.e. Disney on Ice, etc.) In the case of the ticketed activity, SOAR FC will attempt to fill the vacancy utilizing any waiting lists; if the vacancy can be filled you will be entitled to an account credit. However, if the vacancy cannot be filled from the waiting list the participant will not receive an account credit.

### ***Medications***

It is extremely important that SOAR Fox Cities, Inc. be informed of all medications the participant is taking. Please keep SOAR FC office updated with any medical changes. The information you give us will be on file and may be needed to give to paramedics in case of an emergency. If medication must be administered during the course of an activity, be sure the medication is securely packaged and clearly marked with all the necessary information and a signed request by the caregiver is sent along. SOAR FC staff will not be responsible or liable for administering medications or handling syringes.

### ***Transportation***

As a participant or caregiver, it is your responsibility to find transportation to the programs and services. Some parents are willing to carpool. It is your responsibility to make carpooling arrangements. For insurance purposes, SOAR FC staff is not allowed to pick-up and/or drop-off the participants at any time.

SOAR FC staff will stay with a participant for up to 15 minutes after programming ends. After 15 minutes, staff will contact local authorities to escort the participant home.

### ***Child Release Policy***

Children will only be released to parents or to persons designated in writing. If someone other than the parent or persons designated on the most recent release form is to pick up your child, you must send a signed, updated, note

to the Program Coordinator or notify the supervisor in charge of that event or activity. Photo ID will be required for any new individuals picking up participants.

### ***Child Abuse & Neglect Policy***

SOAR Fox Cities, Inc. will report any suspected cases of child abuse, child sexual abuse, or child neglect to the local police and/or county Social Service or Human Services Department.

### ***Smoking – Drugs – Alcohol***

SOAR Fox Cities, Inc.'s building is a "Substance Free" facility. Absolute sobriety is expected on the part of everyone. SOAR Fox Cities, Inc.'s building is also a smoke-free facility. Smoking is allowed outside in a designated area only. Alcohol consumption will not be permitted at SOAR activities.

Weapons of any kind will not be allowed at SOAR activities.

Any individual who violates this policy will be asked to vacate the premises, program or activity. Such violations may be reported to appropriate law enforcement agencies. Depending on the severity of the incident, SOAR FC may decide, in its sole discretion, to take disciplinary action against the participant, which may include, but is not limited to, suspensions, restrictions, or expulsion from programs and/or services. The Executive Director must approve any and all disciplinary measures.

### ***Insurance***

SOAR Fox Cities, Inc. does not carry a medical insurance policy covering members for accidental injuries or illness. If injuries do occur and require medical attention, the participant's insurance must provide coverage.

### ***Code of Conduct***

Participation in the activities and services offered by SOAR Fox Cities, Inc. is conditioned on each participant adhering to the following code of conduct:

- I will treat my fellow participants, SOAR FC staff, and volunteers with respect and I will expect to be treated in the same way.
- I will do my very best to listen to and learn from SOAR FC staff and volunteers.
- I have the right to play/socialize in an alcohol, tobacco, and drug-free environment and expect others to respect that right.
- I will use appropriate language and will not swear, use bad language or verbally or physically abuse any staff member or other participants and/or their families.
- I will not use my cell phone to send inappropriate text messages, emails, or photos.

### ***Behavior Expectations – Misconduct***

Good behavior on the part of all participants is expected while attending the programs and services, and is a condition of continued participation in the programs and services offered by SOAR Fox Cities, Inc. An important element of good behavior is having and showing respect for all SOAR Fox Cities, Inc.'s staff, volunteers, visitors and fellow participants. Misconduct by a participant will not be tolerated. Misconduct, for the purpose of this policy, is defined as any improper behavior (including and not limited to: profanity, physical abuse, etc.) which disrupts the orderly operation of programs and activities. Severe misconduct would be any behavior that threatens the physical or mental health of participants or others.

The determination of the severity of the misconduct shall be at the discretion of supervisory personnel of SOAR Fox Cities, Inc. Disciplinary measures may need to be taken at the time of the misconduct and will be the responsibility

of the supervisor in charge of the program or activity. A written incident report may be completed by the supervisor(s) and submitted to the Program Coordinator and Executive Director. After an investigation, appropriate disciplinary measures may be taken.

Depending on the severity of the misconduct, the discipline may include, but is not limited to, suspensions, restrictions, or expulsion from programs and/or services. The Executive Director must approve any final disciplinary measures. If an incident report is written, it will be placed in the Participant's Permanent Record.

### ***Probation***

Any participant on probation due to a matter of the law or an occurrence within his or her own home must be reported to the Program Coordinator at SOAR Fox Cities, Inc. As a caregiver or participant, it is your duty to report these matters to SOAR Fox Cities, Inc. staff. The Program Coordinator and Executive Director will have the discretion to decide whether to allow this individual to attend any of the programs and services while on probation. Once probation has been served, SOAR Fox Cities, Inc.'s Program Coordinator and Executive Director will determine whether the participant will be allowed to return to the programs and services.

### ***Background Check***

SOAR Fox Cities, Inc. conducts annual background checks of its staff, participants, and volunteers.

### ***Termination Policy***

Participants may be terminated from SOAR Fox Cities, Inc. for:

1. Non-payment of program or activity fees according to current policy.
2. Non-cooperation of caregivers or participants
3. Conviction or a pending criminal charge that is substantially related to a participant's participation in programs and services offered by SOAR Fox Cities, Inc.
4. Misconduct or violation of the Code of Conduct or other policies stated in this Participant Handbook.

Caregivers or participants may terminate from SOAR Fox Cities, Inc. with written notice detailing the reason for departure and payment of any outstanding fees.

### ***Termination***

SOAR Fox Cities, Inc. retains the right to terminate a participant at any time without cause except as prohibited by law.

### ***Annual Membership Dues***

SOAR Fox Cities, Inc. has nominal annual membership dues. By becoming a member, each participant will be eligible to participate in all of our programs. Financial assistance may be available dependent upon fund availability which varies from year to year for those who are in need of financial help. Call SOAR Fox Cities, Inc. for more information.

SOAR Fox Cities, Inc.'s annual membership dues are non-refundable even if a member chooses to terminate his/her membership. SOAR Fox Cities, Inc.'s membership dues will not be refunded for participants whose memberships have been suspended or terminated because of behavior. Participants whose membership is terminated during one calendar year may be welcome again at the start of the next calendar year upon review and approval of the Executive Director.

### ***Proper Attire***

Participants should dress in modest, comfortable, casual, clean clothing. There may be some programs where good clothing could become soiled. Dress according to the programs. SOAR Fox Cities, Inc. is not responsible for damaged or stolen articles. Items turned into SOAR FC office are kept until claimed or until the end of the calendar year. After this time they will be donated to Goodwill or St. Vincent de Paul.

### ***SOAR FC Staff***

SOAR Fox Cities, Inc.'s staff has been carefully recruited. Each employee is certified in 1<sup>st</sup> Aid and CPR and attends other training sessions in order to make them better equipped for all situations. The staff is committed to the safety of all participants.

### ***Complaints***

Please report any problems you have to SOAR Fox Cities, Inc.'s Program Coordinator, Executive Director or Board of Directors. We will do our best to look into, address and resolve any problem. You may reach the Executive Director at SOAR FC Office during office hours.

### ***Volunteers***

Volunteers are always needed at SOAR Fox Cities, Inc. We would welcome any volunteer to help out at the programs, services, and sporting activities. We are also in need of office assistance during the days. Our programs simply could not exist without the help of our volunteers. We expect our participants to treat these individuals with the respect and gratitude that they deserve.

If you would like to volunteer, please submit an application. Applications are available on our website and subject to a full background check.

### ***Disclaimers***

The Participant Handbook policies are guidelines and may be changed at any time. Prompt notification of any significant change will be given. A copy of this Participant Handbook will be available at SOAR Fox Cities, Inc.'s office and on its website. This handbook is not comprehensive but contains general policies of SOAR Fox Cities, Inc.



**Acknowledgement & Release of Liability**

I have received and read or had read to me a copy of SOAR Fox Cities, Inc.’s Participant Handbook. I understand the rules and information contained therein, and I understand that I am expected to abide by the rules and policies as written as a condition of my participation. I understand that both participants and caregivers are expected to fully read and understand the contents of this handbook.

**Medical Emergency** - In the event of an emergency, I understand every attempt will be made to contact parents, guardians and/or family members. If they cannot be reached, I hereby give my permission and consent to the physician selected by SOAR FC’s staff to secure proper treatment for myself or my child.

**Media/Photo/Art work Permission** – I hereby authorize, SOAR Fox Cities, Inc. and its officers, directors, employees and agents to use, reproduce, and/or publish photographs and/or video that may pertain to me and/or my participating child—including image, likeness and/or voice (collectively “Material”), without compensation. I understand that the Material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related endeavors. This Material may also appear on SOAR Fox Cities, Inc.’s website and other social media sites. This authorization is continuous and may only be withdrawn by specific rescission of this authorization. Consequently, SOAR Fox Cities, Inc. may publish Materials and may make use of my name or image, and/or make reference to me in any manner that the agency deems appropriate in order to promote/publicize the agency, its programs, and participants. I release SOAR Fox Cities, Inc., its successors and assigns, and their respective officers, directors, employees and agents, from any claims, damages or liability which I may ever have in connection with the taking or use of the Materials or printed material using images of me or any participant for whom I am responsible.

**Pick-up Policy** – I understand that if my child/ward/self is not picked up on time when the program finishes, I will be charged a late fee. I also understand that if my child/ward/self is not picked up within 15 minutes of activity end time, SOAR FC Staff may contact the police.

**Measurement Surveys** - I understand and authorize my child/ward/self to complete periodic outcome surveys that help measure the changes that occur in our programs as a result of participation in and/or being involved with SOAR Fox Cities’ activities.

Print Full Name of Parent/Legal Guardian \_\_\_\_\_

Signature \_\_\_\_\_

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

Print Full Name of Participant (if over 18 years of age) \_\_\_\_\_

Signature \_\_\_\_\_

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

*Participant Copy: Sign and keep for your records  
Sign, date and send Office Copy to SOAR Fox Cities*

**PARTICIPANT/PARENTAL/LEGAL GUARDIAN CONSENT, WAIVER,  
RELEASE AND INDEMNIFICATION FORM**

**THIS IS A WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS.  
PLEASE READ IT CAREFULLY.**

**I. PERMISSION AND CONSENT.**

I, for myself, and/or as parent(s) or legal guardian(s) of \_\_\_\_\_, do hereby grant permission and consent for my/my child's participation in programs and activities offered by SOAR Fox Cities, Inc. (hereinafter, the "Program").

In granting such permission and consent, I acknowledge that participation in the Program, and performing activities offered by SOAR Fox Cities, Inc. (hereinafter "the Activities") present inherent risks that may include possible property damage and injury, including the risk of severe bodily injury or death to me or my child, and I acknowledge and assume full responsibility for any and all damage to person or property caused by or to me or our child during such Activities.

If I am not able to request or to give my consent to medical treatment for myself or my child while participating in the Activities, I expressly authorize SOAR Fox Cities, Inc., or their agents or employees to seek medical or dental treatment deemed necessary for me or my child due to emergency or other urgent circumstances **WITHOUT INCURRING ANY LIABILITY, RESPONSIBILITY, OR OTHER OBLIGATION FOR THE NATURE, CHARACTER, OR EXTENT OF SUCH MEDICAL OR DENTAL TREATMENT OR THE COST THEREOF.**

In the event that the conduct or health of me or my child requires removal from participation in the Activities before their conclusion, I expressly authorize SOAR Fox Cities, Inc. or their agents or employees to remove me or my child at my expense and **WITHOUT INCURRING ANY LIABILITY, RESPONSIBILITY, OR OTHER OBLIGATION AS A RESULT OF THE REMOVAL OR FOR ANY COSTS ASSOCIATED THEREWITH.**

**II. WAIVER AND RELEASE OF LIABILITY.**

In consideration of the opportunity to participate in the Activities and to gain access to the facilities, equipment, and staff provided by SOAR Fox Cities, Inc., the undersigned participant and his/her parent(s) or guardian(s), each agree to the following:

- A. **VOLUNTARY PARTICIPATION.** Participation in the Activities is entirely voluntary and may be discontinued at any time.
- B. **RELEASE OF LIABILITY AND WAIVER OF RIGHT TO SUE.** We **RELEASE FROM LIABILITY AND WAIVE OUR RIGHT TO SUE** SOAR Fox Cities, Inc., and its officers, directors, employees, staff, volunteers and any agents of any kind thereof (collectively the "Released Parties"), **FROM ANY AND ALL CLAIMS OR DAMAGES**, we separately or collectively may have, **FOR PERSONAL INJURY, BODILY HARM, INJURY TO OR LOSS OF PROPERTY, EMOTIONAL INJURY OR LOSS OF CONSORTIUM**, that may occur in participation in the Activities due to the **NEGLIGENCE OF SOAR Fox Cities, Inc. and/or the RELEASED PARTIES** (as defined above). We understand that we are not releasing SOAR Fox Cities, Inc. or the Released Parties from liability, claims or damages arising from any reckless or intentional act by any of them.

**III. INDEMNIFICATION. WE HEREBY AGREE TO ASSUME ALL FINANCIAL RESPONSIBILITY FOR AND PAY ALL EXPENSES INCURRED BY ME OR MY CHILD AS A RESULT OF PARTICIPATION IN THE ACTIVITIES, INCLUDING EXPENSES RELATING TO LOSS OR DAMAGE TO PROPERTY AND EXPENSES INCURRED DUE TO MEDICAL TREATMENT REQUIRED BY ME OR MY CHILD, INCLUDING EXPENSES NOT COVERED BY OR WHICH EXCEED COVERAGE LIMITATIONS OF ANY APPLICABLE MEDICAL OR OTHER INSURANCE POLICY, AND WE AGREE TO INDEMNIFY AND HOLD SOAR FOX CITIES, INC. AND THE RELEASED PARTIES HARMLESS WITH REGARD TO ANY EXPENSES ADVANCED BY ANY OF THEM, INCLUDING THOSE ADVANCED TO SECURE TIMELY MEDICAL TREATMENT.**

**IV. ASSUMPTION OF RISK.** I understand and hereby acknowledge, independently of any advice or representation made by SOAR Fox Cities, Inc. or the Released Parties, that participation in the Activities presents certain inherent risks beyond SOAR Fox Cities, Inc.'s and/or the Released Parties' control, and which may exist regardless of whether SOAR Fox Cities, Inc. and/or the Released Parties control or attempt to control such risks, such as the risk of bodily injury, including possible death or property damage resulting from performing the Activities. We are participating or authorizing our child's participation in the Activities and the Program with this understanding and hereby **KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY, ILLNESS, DEATH OR DAMAGE TO ME OR MY CHILD OR LOSS OF OR DAMAGE TO MY PROPERTY WHICH MAY OCCUR WHILE ME OR MY CHILD IS/ARE PARTICIPATING IN OR OTHERWISE ENGAGING IN THE ACTIVITIES AND PROGRAM.**

**V. GOVERNING LAW, FORUM, SEVERABILITY AND BREADTH.** I agree that this Consent, Waiver, Release, and Indemnification shall be construed in accordance with the laws of the State of Wisconsin, and that any lawsuit filed under or incident to this document shall be filed in the circuit court for Outagamie County, Wisconsin. The provisions of this Consent, Waiver, Release and Indemnification are intended to be as broad and inclusive as is permitted by Wisconsin law, and, if any portion of this document is held to be illegal, unenforceable, or in conflict with any law, it is agreed that the validity of the remaining portions shall not be affected thereby and shall continue in full legal force and effect.

**WE ACKNOWLEDGE THAT WE HAVE CAREFULLY READ THIS CONSENT, WAIVER, RELEASE AND INDEMNIFICATION FORM AND THAT WE UNDERSTAND ITS IMPACT AND EFFECT.** We understand that this CONSENT, WAIVER, RELEASE and INDEMNIFICATION FORM applies to the above-named child, his or her parent(s) or guardian(s), and their agents, representatives, heirs and assigns.

Print Full Name of Parent/Legal Guardian \_\_\_\_\_

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

Print Full Name of Participant (if over 18 years of age) \_\_\_\_\_

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

*Participant Copy: Sign and keep for your records  
Sign, date and send Office Copy to SOAR Fox Cities*

**Acknowledgement & Release of Liability**

I have received and read or had read to me a copy of SOAR Fox Cities, Inc.’s Participant Handbook. I understand the rules and information contained therein, and I understand that I am expected to abide by the rules and policies as written as a condition of my participation. I understand that both participants and caregivers are expected to fully read and understand the contents of this handbook.

**Medical Emergency** - In the event of an emergency, I understand every attempt will be made to contact parents, guardians and/or family members. If they cannot be reached, I hereby give my permission and consent to the physician selected by SOAR FC’s staff to secure proper treatment for myself or my child.

**Media/Photo/Art work Permission** – I hereby authorize, SOAR Fox Cities, Inc. and its officers, directors, employees and agents to use, reproduce, and/or publish photographs and/or video that may pertain to me and/or my participating child—including image, likeness and/or voice (collectively “Material”), without compensation. I understand that the Material may be used in various publications, public affairs releases, recruitment materials, broadcast public service advertising (PSAs) or for other related endeavors. This Material may also appear on SOAR Fox Cities, Inc.’s website and other social media sites. This authorization is continuous and may only be withdrawn by specific rescission of this authorization. Consequently, SOAR Fox Cities, Inc. may publish Materials and may make use of my name or image, and/or make reference to me in any manner that the agency deems appropriate in order to promote/publicize the agency, its programs and participants. I release SOAR Fox Cities, Inc., its successors and assigns, and their respective officers, directors, employees and agents, from any claims, damages or liability which I may ever have in connection with the taking or use of the Materials or printed material using images of me or any participant for whom I am responsible.

**Pick-up Policy** – I understand that if my child/ward/self is not picked up on time when the program finishes, I will be charged a late fee. I also understand that if my child/ward/self is not picked up within 15 minutes of activity end time, SOAR FC Staff may contact the police.

**Measurement Surveys** - I understand and authorize my child/ward/self to complete periodic outcome surveys that help measure the changes that occur in our programs as a result of participation in and/or being involved with SOAR Fox Cities’ activities.

Print Full Name of Parent/Legal Guardian \_\_\_\_\_

Signature \_\_\_\_\_

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

Print Full Name of Participant (if over 18 years of age) \_\_\_\_\_

Signature \_\_\_\_\_

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

***Important! Office Copy: Sign and date both sides of this document, then send to SOAR Fox Cities, 211 E. Franklin St., Appleton WI 54911***

**PARTICIPANT/PARENTAL/LEGAL GUARDIAN CONSENT, WAIVER,**

**RELEASE AND INDEMNIFICATION FORM**

**THIS IS A WAIVER AND RELEASE OF CERTAIN LEGAL RIGHTS.**  
**PLEASE READ IT CAREFULLY.**

**I. PERMISSION AND CONSENT.**

I, for myself, and/or as parent(s) or legal guardian(s) of \_\_\_\_\_, do hereby grant permission and consent for my/my child's participation in programs and activities offered by SOAR Fox Cities, Inc. (hereinafter, the "Program").

In granting such permission and consent, I acknowledge that participation in the Program, and performing activities offered by SOAR Fox Cities, Inc. (hereinafter "the Activities") present inherent risks that may include possible property damage and injury, including the risk of severe bodily injury or death to me or my child, and I acknowledge and assume full responsibility for any and all damage to person or property caused by or to me or our child during such Activities.

If I am not able to request or to give my consent to medical treatment for myself or my child while participating in the Activities, I expressly authorize SOAR Fox Cities, Inc., or their agents or employees to seek medical or dental treatment deemed necessary for me or my child due to emergency or other urgent circumstances **WITHOUT INCURRING ANY LIABILITY, RESPONSIBILITY, OR OTHER OBLIGATION FOR THE NATURE, CHARACTER, OR EXTENT OF SUCH MEDICAL OR DENTAL TREATMENT OR THE COST THEREOF.**

In the event that the conduct or health of me or my child requires removal from participation in the Activities before their conclusion, I expressly authorize SOAR Fox Cities, Inc. or their agents or employees to remove me or my child at my expense and **WITHOUT INCURRING ANY LIABILITY, RESPONSIBILITY, OR OTHER OBLIGATION AS A RESULT OF THE REMOVAL OR FOR ANY COSTS ASSOCIATED THEREWITH.**

**II. WAIVER AND RELEASE OF LIABILITY.**

In consideration of the opportunity to participate in the Activities and to gain access to the facilities, equipment, and staff provided by SOAR Fox Cities, Inc., the undersigned participant and his/her parent(s) or guardian(s), each agree to the following:

- C. **VOLUNTARY PARTICIPATION.** Participation in the Activities is entirely voluntary and may be discontinued at any time.
- D. **RELEASE OF LIABILITY AND WAIVER OF RIGHT TO SUE.** We **RELEASE FROM LIABILITY AND WAIVE OUR RIGHT TO SUE** SOAR Fox Cities, Inc., and its officers, directors, employees, staff, volunteers and any agents of any kind thereof (collectively the "Released Parties"), **FROM ANY AND ALL CLAIMS OR DAMAGES**, we separately or collectively may have, **FOR PERSONAL INJURY, BODILY HARM, INJURY TO OR LOSS OF PROPERTY, EMOTIONAL INJURY OR LOSS OF CONSORTIUM**, that may occur in participation in the Activities due to the **NEGLIGENCE OF SOAR Fox Cities, Inc. and/or the RELEASED PARTIES** (as defined above). We understand that we are not releasing SOAR Fox Cities, Inc. or the Released Parties from liability, claims or damages arising from any reckless or intentional act by any of them.

**III. INDEMNIFICATION.** WE HEREBY AGREE TO ASSUME ALL FINANCIAL RESPONSIBILITY FOR AND PAY ALL EXPENSES INCURRED BY ME OR MY CHILD AS A RESULT OF PARTICIPATION IN THE ACTIVITIES, INCLUDING EXPENSES RELATING TO LOSS OR DAMAGE TO PROPERTY AND EXPENSES INCURRED DUE TO MEDICAL TREATMENT REQUIRED BY ME OR MY CHILD, INCLUDING EXPENSES NOT COVERED BY OR WHICH EXCEED COVERAGE LIMITATIONS OF ANY APPLICABLE MEDICAL OR OTHER INSURANCE POLICY, AND WE AGREE TO INDEMNIFY AND HOLD SOAR FOX CITIES, INC. AND THE RELEASED PARTIES HARMLESS WITH REGARD TO ANY EXPENSES ADVANCED BY ANY OF THEM, INCLUDING THOSE ADVANCED TO SECURE TIMELY MEDICAL TREATMENT.

**IV. ASSUMPTION OF RISK.** I understand and hereby acknowledge, independently of any advice or representation made by SOAR Fox Cities, Inc. or the Released Parties, that participation in the Activities presents certain inherent risks beyond SOAR Fox Cities, Inc.'s and/or the Released Parties' control, and which may exist regardless of whether SOAR Fox Cities, Inc. and/or the Released Parties control or attempt to control such risks, such as the risk of bodily injury, including possible death or property damage resulting from performing the Activities. We are participating or authorizing our child's participation in the Activities and the Program with this understanding and hereby **KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY, ILLNESS, DEATH OR DAMAGE TO ME OR MY CHILD OR LOSS OF OR DAMAGE TO MY PROPERTY WHICH MAY OCCUR WHILE ME OR MY CHILD IS/ARE PARTICIPATING IN OR OTHERWISE ENGAGING IN THE ACTIVITIES AND PROGRAM.**

**V. GOVERNING LAW, FORUM, SEVERABILITY AND BREADTH.** I agree that this Consent, Waiver, Release, and Indemnification shall be construed in accordance with the laws of the State of Wisconsin, and that any lawsuit filed under or incident to this document shall be filed in the circuit court for Outagamie County, Wisconsin. The provisions of this Consent, Waiver, Release and Indemnification are intended to be as broad and inclusive as is permitted by Wisconsin law, and, if any portion of this document is held to be illegal, unenforceable, or in conflict with any law, it is agreed that the validity of the remaining portions shall not be affected thereby and shall continue in full legal force and effect.

**WE ACKNOWLEDGE THAT WE HAVE CAREFULLY READ THIS CONSENT, WAIVER, RELEASE AND INDEMNIFICATION FORM AND THAT WE UNDERSTAND ITS IMPACT AND EFFECT.** We understand that this CONSENT, WAIVER, RELEASE and INDEMNIFICATION FORM applies to the above-named child, his or her parent(s) or guardian(s), and their agents, representatives, heirs and assigns.

Print Full Name of Parent/Legal Guardian \_\_\_\_\_

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

Print Full Name of Participant (if over 18 years of age) \_\_\_\_\_

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

*Important! Office Copy: Sign and date both sides of this document, then send to SOAR Fox Cities, 211 E. Franklin St., Appleton WI 54911*