

# 360 LIFE CHANGES OF SOUTH FLORIDA

## ABA TUTORING AND BEHAVIORAL SUPPORT PROGRAM PARTICIPATION CONSENT FORM



### Client Information:

Client Name:

Parent/Guardian Name (if applicable):

Selected Program:

Session Date(s)/Time Slot(s):

Weekly Attendance Preferred (Yes/No):

Designated Service Location: *(Refer to the official website for availability before registration.):*

Home Session Address (if applicable):

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. IT AFFECTS YOUR LEGAL RIGHTS.**

IMPORTANT NOTICE: 360 Life Changes of South Florida provides ABA tutoring and behavioral support services. We are not a licensed ABA therapy center. Our services are provided by a Registered Behavior Technician (RBT) with years of hands-on training and experience. These sessions are educational and supportive in nature, designed to supplement, not replace, professional medical or therapeutic treatment.

### SECTION I: IDENTIFICATION OF RISKS AND ASSUMPTION OF LIABILITY

In consideration of the opportunity for myself or my child to participate in the ABA tutoring and behavioral support services (the "Program") offered by 360 Life Changes of South Florida, at its designated facility or approved off-site locations, I, the undersigned, hereby acknowledge, understand, and agree as follows:

I VOLUNTARILY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, and COVENANT NOT TO SUE 360 Life Changes of South Florida, its directors, officers, agents, employees, volunteers, successors, affiliated organizations, and any facility owners or representatives (collectively referred to as the "Releasees") from and against any and all liability, claims, demands, actions, or causes of action, including but not limited to personal injury, disability, illness (including communicable diseases such as COVID-19), death, property damage, theft, or financial loss, that may occur or be sustained in connection with participation in the Program, whether arising out of the negligence (active or passive) of the Releasees or otherwise.

## **SECTION II: ACKNOWLEDGMENT AND ASSUMPTION OF RISK**

I acknowledge that I have been informed of the nature, scope, and content of the Program and its associated activities. I understand that these are educational tutoring sessions focused on behavioral support and early learning skills, not medical treatment or licensed therapy. I understand and accept that participation in behavioral tutoring sessions, assessments, exercises, and sensory or motor skill activities involves inherent risks. These may include, but are not limited to:

- Physical injury from accidental contact with people, equipment, or surfaces;
- Emotional or behavioral escalations that may result in injury;
- Health risks associated with underlying medical conditions or medication side effects;
- Exposure to communicable diseases;
- Malfunction or failure of educational or safety equipment.

I freely and voluntarily assume all risks, known or unknown, associated with participation in the Program. I further affirm that I, or my child, will abide by all safety guidelines, protocols, and staff instructions to mitigate said risks.

## **SECTION III: MEDICAL FITNESS AND EMERGENCY CONSENT**

I affirm that I, or my child, is in good physical and mental health and is fit to safely participate in the Program. I certify that I have disclosed all relevant health conditions, allergies, medication use, or behavioral concerns to the Program coordinators. I

understand that these tutoring services are not a substitute for medical care, licensed therapy, or professional mental health treatment

I accept full financial responsibility for any medical treatment required in case of illness, injury, or emergency during Program participation. In the event of a medical emergency, I hereby authorize 360 Life Changes of South Florida staff and licensed emergency medical personnel to administer medical care, first aid, hospitalization, surgery, or any treatment deemed necessary for the health and welfare of the participant. I understand that all costs incurred for such treatment, whether covered by insurance or not, shall be solely my responsibility.

#### **SECTION IV: INSURANCE ACKNOWLEDGMENT**

I acknowledge that 360 Life Changes of South Florida does not provide medical, liability, or personal property insurance coverage for participants. It is my responsibility to obtain and maintain appropriate insurance for medical care, personal injury, or liability that may arise from participation. I further understand the limits and exclusions of any insurance policies I hold and accept full responsibility for costs that exceed such coverage.

#### **SECTION V: PHOTO, VIDEO, AND MEDIA RELEASE**

I hereby grant 360 Life Changes of South Florida and its authorized personnel the irrevocable right to photograph, record, or capture my or my child's likeness, voice, or performance on video, audio, or any media format, during the course of the Program. I authorize the use of such media for promotional, educational, advertising, and other lawful purposes in any format (including print, social media, or internet-based platforms), with or without the use of names or identifying information.

I understand that I am not entitled to any compensation, royalties, or notification regarding the use of such media and waive all rights of inspection or approval. All rights, title, and interest in such materials shall remain the exclusive property of 360 Life Changes of South Florida.

## **SECTION VI: PRIVACY AND DATA COLLECTION CONSENT**

I understand and consent to the limited collection of personal information necessary for registration, assessment, tutoring planning, emergency contact, and program coordination. This information may include educational needs, behavioral assessments, and insurance information. Such data shall be handled in accordance with applicable privacy laws and 360 Life Changes of South Florida's data protection policies. Personally identifiable information will not be disclosed to third parties except as required for program delivery or by law.

## **SECTION VII: SCOPE OF SERVICES ACKNOWLEDGMENT**

I understand that 360 Life Changes of South Florida provides educational tutoring and behavioral support services delivered by a Registered Behavior Technician (RBT). These services are:

- Educational and supportive in nature
- Not licensed medical or therapeutic treatment
- Not a substitute for professional medical care, licensed therapy, or mental health treatment
- Designed to support learning and behavioral goals through evidence-based techniques

I acknowledge that if my child requires licensed therapy services, I should seek appropriate professional medical or therapeutic care from qualified licensed providers.

## **SECTION VIII: GENERAL RELEASE AND GOVERNING LAW**

This Agreement is binding upon me, my child, and our respective heirs, assigns, personal representatives, and legal successors. It is intended to be interpreted as broadly and inclusively as permitted under applicable law. If any portion of this Agreement is deemed unenforceable, the remaining provisions shall continue in full force and effect.

I expressly agree that this Agreement shall be governed and interpreted in accordance

with the laws of the State of Florida, and that any legal action or proceeding shall be brought exclusively in a court of competent jurisdiction located in Palm Beach County, Florida.

I further acknowledge that no oral representations, warranties, or statements have been made by 360 Life Changes of South Florida that modify or contradict the contents of this written document.

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#### **SECTION IX: FINAL ACKNOWLEDGMENT AND SIGNATURE**

##### **BY SIGNING BELOW, I CERTIFY THAT:**

1. I have read this entire document thoroughly and understand its contents.



2. I am voluntarily signing this agreement of my own free will.
3. I acknowledge that this is a legally binding document waiving certain legal rights.
4. If signing on behalf of a minor child, I certify that I am the lawful parent or legal guardian of the participant.
5. I understand that these are educational tutoring services, not licensed therapy.

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**Participant/Parent or Guardian Name (Printed):** \_\_\_\_\_

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

**Participant's Name (if different):** \_\_\_\_\_

**Relation to Participant:** \_\_\_\_\_

**Staff Witness Name (Printed):** \_\_\_\_\_

**Staff Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_