

5. **Alternative referral and placement.** The Academy is authorized to make referrals and assist in placements of Student in a short term wilderness program with parent/guardian's consent, or other interim placement. Parent/guardian is solely responsible for all costs and fees associated with such placements.
6. **Secure location, holding, and transportation.** The Academy is authorized to assist in coordination of private location services and/or private secure holding and transportation services to locate, pick up and provide secure transportation and temporary secure holding of Student pending disposition of her status as a Student following an unexcused or unexplained absence, with the parents consent. Parent/guardian is solely responsible for all costs and fees associated with securing such services.
7. **Transportation.** The Academy is authorized to use The Academy's vehicles or public carriers for transportation of Student. Parent/guardian consents to such transportation of Student.
8. **Athletic, vocational, recreational programs and activities.** Student is authorized to and parent/guardian consents to Student participation in athletic activities, vocational training, and/or farm programs. These activities may take place on or off The Academy's campus. Activities may include, without limitation, alpine skiing, cross country skiing, camping, rock climbing, rope challenge course, canoeing, rafting, horseback riding, bicycling, and swimming.

AUTHORIZATION AND APPOINTMENT. For so long as Student is enrolled at The Academy, Parent/guardian delegates to The Academy authority to act in place of the Parent/guardian. The Academy's Program Manager shall have physical custody of the Student and may delegate to the Student's Case Manager and to the Resident Monitors the day to day responsibility for providing for, or obtaining on behalf of the Student, food, clothing, shelter, medical care, educational services, discipline, and incidental necessities.

With respect to High School placement, enrollment, and attendance, The Academy shall, through its Program Manager and her delegates, act as Parent/guardian's agent. This authority includes, without limitation execution of documents necessary or convenient for Student's attendance, participation and/or enrollment in Bend-La Pine School District High School classes, activities and/or programs. This authority and appointment as agent of the Parent/guardian authorizes The Academy's Program Manager and her delegates to substitute for the Parent/guardian in all matters related to Student's attendance, participation and enrollment in Bend-La Pine School District activities and programs, and includes, without limitation:

1. providing or withholding consent for Student to participate in High School educational, athletic, or social programs and activities;
2. participation , with or without the Student, in parent teacher conferences, guidance counselor conferences and services, curriculum planning, and disciplinary proceedings;
3. providing or withholding consent for Student's participation in advanced educational services;
4. providing or withholding consent for Student's participation in tutoring, and/or special educational services (including without limitation, development of an Individual Education Plan for Student).

This Release and Indemnification Agreement may be provided to the Bend-La Pine School District.

REPORT TO LAW ENFORCEMENT. In the event Student runs away from The Academy, upon the oral or written request of The Academy, Parent/guardian agrees to immediately notify the Deschutes County Sheriff that Student is missing. The report may be made by calling the Deschutes County Sheriff at 1-541-388-0170 or 911 after 5:00 PM.

RELEASE. Parent/Guardian and Student fully waive and release The Academy (and all of its employees, directors, officers, and agents) from any and all causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, and any and all known or unknown injuries or consequential damages, related in any way to the consents, authorizations and appointments granted herein to The Academy, and the care, programs and services provided to Student under this Agreement.

INDEMNIFICATION. The undersigned agrees to defend (with counsel acceptable to The Academy), indemnify, and hold harmless The Academy for any expense, damage, loss, or injury sustained by The Academy or claimed or sustained by Student and/or the undersigned or any person claiming expense, damage, loss, or injury related to Student or the undersigned. This indemnification includes, without limitation, payment for all costs and expenses associated with: locating and providing secure transport and holding of runaway Students; placement of Student in alternative programs; participation in athletic, recreational, and vocational programs and activities; and, provision of medical services not otherwise paid by Student's insurance. In exercising its rights to defense under this provision, The Academy has the right to select its own legal counsel, at parent/guardian's cost.

REPRESENTATIONS. Parent/guardian represents that all health needs of Student known to Parent/Guardian, or which upon reasonable inquiry would or should be known, have been fully disclosed to The Academy. The term "health needs" includes, without limitation, medical, psychiatric, psychological, vision, and dental health conditions, circumstances, and needs. Parent/guardian represents that the information provided in the medical/dental/vision information sheet attached hereto is complete and accurate, and that as changes in that information occur, Parent/guardian shall immediately provide written notice to The Academy.

Parent/guardian represents and warrants that s/he is authorized to sign this agreement on behalf of Student and on behalf of both himself/herself and others who may claim loss, injury or damages as a consequence of injury to Student.

INTERPRETATION. For purposes of this instrument, "The Academy" includes, without limitation, The Academy at Sisters, its parent organization (J Bar J Youth Services, Inc.), and all agents, employees, contractors, and representatives of The Academy and J Bar J Youth Services, Inc.

A court or arbitrator construing this instrument shall deem it negotiated and drafted equally by the parties.

The provisions of this instrument shall be broadly interpreted to provide The Academy:

- broad discretion in determining what health and medical services should be provided to or made available to Student;
- broad discretion in determining whether referrals to other programs are appropriate;
- release from any liability related to providing or failing to provide medical or health services or referrals on behalf of Student;
- release from any liability related to making Student records available to representatives of the Bend-LaPine School District;
- release from liability incurred as a result of participation in activities during Student's enrollment period and related injury, aggravation of injury, or damages thereafter; and

- release from liability incurred as a result of transporting Student, whether in the course of providing ordinary services, or when transporting a runaway student from the location where they are found to The Academy or some other location.

SEVERANCE. The provisions of this instrument are declared to be severable. If a court or arbitrator of competent jurisdiction finds or holds that any provision or clause in this Agreement is invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly affects the parties' intent. If the parties fail to negotiate a substitute, the arbitrator or the court shall reform the agreement with a provision which most nearly affects the parties' intent.

SUCCESSORS AND HEIRS. The provisions of this instrument remain in force during Student's enrollment and survive the termination of Student's enrollment. The provisions of this instrument are binding on the heirs, executors, and administrators of Student and the undersigned.

DUPLICATES. A duplicate copy of this document, whether by photocopy, facsimile, or otherwise, and containing copies of signatures of parent/guardian, shall have the same evidentiary effect as an original.

ATTORNEY FEES. In the event any party engages an attorney to enforce this agreement or any of its terms, whether or not a suit or action is commenced, it is agreed that the prevailing party shall be entitled to recover reasonable attorney fees and costs (including without limitation, travel, expert and nonexpert witness fees, deposition costs, copying costs, long distance costs, and postage) incurred prior to commencement of suit, at trial, and on appeal and including attorney fees and costs of collection.

This Release and Indemnification Agreement shall be construed in accordance with the laws of the State of Oregon, and in the event of any dispute arising from or related to this release, Student and parent/guardian consent to the exclusive jurisdiction of the courts, both federal and state, in the State of Oregon.

THIS INSTRUMENT CONTAINS A RELEASE OF LIABILITY. BY SIGNING BELOW, PARENT/GUARDIAN ACKNOWLEDGES THAT S/HE HAS READ, UNDERSTANDS, AND VOLUNTARILY AND KNOWINGLY CONSENTS TO THE PROVISIONS OF THIS INSTRUMENT.

DATED: _____

Student Signature

Name printed

Parent/Guardian Signature

Name printed

Street Address

Mailing Address

City, State Zip

Parent/Guardian Signature

Name printed

Street Address

Mailing Address

City, State Zip

PARENT/GUARDIAN SIGNATURE on behalf of minor Student:

Parent/Guardian Name (please print): _____

Parent/guardian represents that s/he is the above-named minor Student's parent or legal guardian and that s/he is able to and authorized to contract for the minor Student. Parent/guardian has read, understands and agrees to the terms of this Release and Indemnification Agreement on behalf of themselves and the above-named minor Student.

Parent/Guardian Signature: _____ Effective Date: _____
Witnessed By: _____ Effective Date: _____

Parent/Guardian Signature: _____ Effective Date: _____
Witnessed By: _____ Effective Date: _____

PHONE NUMBERS:

Home

Work

Mobile

PHONE NUMBERS:

Home

Work

Mobile

THE ACADEMY AT SISTERS.

By: _____
Signature

Title

**The Academy at Sisters
PO Box 5986
Bend, OR 97708-5986
Phone Number: (541) 389-2748**

INSURANCE INFORMATION

Medical

Insurance Company _____
Address _____

Policy Holder _____
Policy Number _____
Policy Holder's SSN _____
Group Number _____

Coverage (Outpatient, Major Medical, Hospital): _____.

Pre-approval required? _____ yes _____ no **MEDICAL**
Pre-approval phone number: _____ **DEDUCTIBLE:** _____

Dental

Insurance Company _____
Address _____

Policy Holder _____
Policy Number _____
Policy Holder's SSN _____
Group Number _____

Coverage _____.

Pre-approval required? _____ yes _____ no **DENTAL**
Pre-approval phone number: _____ **DEDUCTIBLE:** _____

Vision

Insurance Company _____
Address _____

Policy Holder _____
Policy Number _____
Policy Holder's SSN _____
Group Number _____

Coverage _____.

Pre-approval required? _____ yes _____ no **VISION**
Pre-approval phone number: _____ **DEDUCTIBLE:** _____

ATTACH PHOTOCOPY OF STUDENT'S MEDICAL, DENTAL, AND PHARMACEUTICAL CARDS.



PARENT COACHING RELEASE

I, _____, am the parent/guardian of _____ (student). Student's date of birth is _____. As the parent/guardian of student, I am authorized to consent to the release of information concerning student. I hereby authorize The Academy at Sisters, or its agents, to release general information to **Next Step for Success Parent Coaches** concerning student and parent/guardian for the purpose of **Next Step for Success Parent Coaches** obtaining information and documentation related to student/parent/guardian as necessary.

I understand that the information submitted or received may be protected by federal and/or state law and that I am not required to sign this consent. It is my understanding that all information concerning student will be treated as confidential by The Academy at Sisters, or their agents. This document has been explained to my satisfaction.

This consent shall remain in effect until the earlier of: termination of student's enrollment at The Academy at Sisters, or until Student's 18th birthday.

A person or entity to which a duplicate of this release (containing copies of signatures of the parties) is delivered may rely on the duplicate, whether provided by photocopy, facsimile, or otherwise. They may also rely on the representation of The Academy at Sisters that student's enrollment is current.

DATED this ____ day of _____, _____.

Parent/Guardian Signature

Witness Signature

Witness Printed Name



ACADEMIC / TESTING RELEASE

In order to design the most appropriate curriculum for the student, transcripts of all previous Junior High School and Senior High School work are required. Please complete the information requested below:

Permission granted to release school records to the Academy at Sisters.

Pupil's Last Name	First Name	Middle Name	Date of Birth
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This student is applying for enrollment in The Academy at Sisters. Permission is hereby granted for the release of the following school records to:

**Registrar
The Academy at Sisters
P.O. Box 5986
Bend, Oregon 97708-5986**

1. Official Transcript of Credit.
2. Withdrawal grades, including incomplete classes.
3. Test data, health records, and counseling information.
4. Any other records pertaining to the psychiatric or psychological evaluation of the student.

Parent / Guardian Signature	Parent / Guardian Printed Name	Date
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Please list all Junior and Senior High Schools attended (list most recent first with complete address):

<u>Name of School</u>	<u>Address</u>	<u>Dates Attended</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



PUBLIC USE OF IMAGES CONSENT AND RELEASE

The Academy at Sisters is authorized to use images and or sounds of student, captured electronically or physically, by means of audio, video, photographic, or by written documents, for use in publicity, marketing of The Academy at Sisters, or for use in educational activities or programs, or school related newspapers, catalogues, yearbooks, or productions.

Parent/Guardian releases The Academy at Sisters from any and all causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, and any and all known or unknown injuries or consequential damages, related in any way to this consent and release for public use of images.

The provisions of this document remains in force during Student's enrollment and survive the termination of student's enrollment. The provisions of this document are binding on the heirs, executors, and administrators of Student and the undersigned.

A duplicate copy of this document, whether by photocopy, facsimile, or otherwise, and containing copies of signatures of Parent/Guardian, shall have the same evidentiary effect as an original.

In the event any party to this agreement engages an attorney to enforce this agreement or any of its terms, whether or not a suit or action is commenced, it is agreed that the prevailing party shall be entitled to recover reasonable attorney fees and costs (including without limitation, travel, expert and non-expert witness fees, deposition costs, long distance costs, and postage) incurred prior to commencement of suit, at trial, and on appeal and including attorney fees and costs of collection.

THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY. BY SIGNING BELOW, PARENT/GUARDIAN ACKNOWLEDGES THAT S/HE HAS READ, UNDERSTANDS, AND CONSENTS TO THE PROVISIONS OF THIS DOCUMENT.

DATED this ____ day of _____, _____.

Student Name: _____

Parent/Guardian Signature

Parent/Guardian Signature