**BRIGHTality School**

 **Enrollment Packet**



**\_\_\_\_\_\_\_\_\_\_For more information please visit www.BRIGHTality.org\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Welcome from our Director:**

Dear Students, Families, Supports, and Sending Schools,

I am pleased to introduce BRIGHTality, a Vermont Agency of Education-approved Special Education Day School, dedicated to providing high-quality, individualized education in a supportive and innovative environment. At BRIGHTality, we believe in empowering students of all abilities by offering alternative pathways to success. Our specialized setting serves students with qualifying disabilities, as well as any learner who benefits from our unique approach to education.

With a low teacher-to-student ratio, creative instructional methods, and a strong emphasis on personal growth, we strive to cultivate knowledge, skills, and character in each student. Our ultimate goal is to equip students with the confidence and independence needed to achieve their educational, personal, and career aspirations, ensuring they become fulfilled individuals who actively contribute to society.

Enrollment at BRIGHTality is entirely voluntary. Any decision regarding a student’s placement at our school is made collaboratively by a team that includes educators, support professionals, and most importantly, the student and their guardians. We firmly believe that educational choices should be student-centered and guided by what best supports their success and well-being.

We welcome any inquiries about our school and the services we offer. If you would like more information or wish to discuss potential enrollment, please feel free to reach out. We look forward to the opportunity to support students on their educational journey.

**Sincerely,**

Jamie Seeholzer

Jamie Seeholzer
Director
BRIGHTality

**Student Enrollment Application**

**~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~**

**TO BE COMPLETED BY BRIGHTALITY**

**Date Received:** Click or tap to enter a date. **Received By:**

**Reviewed By:**

**~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~**

**Date:** Click or tap to enter a date.

 **- Student Information**

Student Name (Last)

Student Name (First)

Date of Birth



Student Preferred Name

Preferred Pronoun(s)

Gender at Birth Male ☐ Female ☐

Identifying Gender Male ☐ Female ☐ Other ☐

Race Hawaiian or Other Pacific Islander ☐

 Asian ☐

 American Indian or Alaska Native ☐

 Black or African American ☐

 White ☐

Ethnicity Hispanic, Latino, or Spanish Origin Yes ☐ No ☐

-**Home Address**

Street (Number/Name)

Town/State

Zip code

**-Mailing Address Check if Mailing is Same as Physical** **☐**

Street (Number/Name)

Town/State

Zip code



 **- Parent/ Guardian Details**

Parent/Guardian Name (First)

Parent/Guardian Name (Last)

Home Telephone No.

Mobile Telephone No.

Work Telephone No.

Relationship to Child

Email Address

Preferred form of contact

**-School Contact Information**

Person Filling Out This Form

Primary Contact

Mobile Telephone No.

Work Telephone No.

Email



Preferred form of contact

**- Other Details**

Is this child served

through an IEP, 504, or EST?   Yes ☐ No ☐

If yes, please

attach below.

Any pertinent details you would like us to know regarding this plan?

Does this child have any medical issues or allergies

we should be aware of? If yes, please explain.        Yes☐ No ☐

Does this child require any special medical

supplies we should have on hand? If yes       Yes ☐ No ☐

Please explain below.

Are there any other questions or concerns

you would like us to know in regard to the student?

If yes please provide details below.                                                       Yes ☐ No ☐

(Please attach any additional information or plans)

**By signing this, I am certifying that I understand that this application doesn’t guarantee a spot, but that it starts the process of a potential enrollment for the identified student.**

**- Signatures**

Guardian Signature Date LEA/Coordinator Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECORDS RELEASE FORM**

I hereby authorize:

Name of School

Address City State Zip Code

To release all my school records including courses and grades, test results, written evaluations, attendance records, health records, and educational plans to:

**BRIGHTality School
P.O. Box 470
St. Albans, VT 05478**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name of Student (Please Print) Date

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Student Signature (if 18 or older) Grade

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Parent Signature Expected Year of Graduation

**EMERGENCY CONTACT FORM**

**Student Name:**

**D.O.B.** Click or tap to enter a date.

**Address:**

**Sending School:**

**Health Data/Allergies:**

**Parent/Guardian Information:**

**Name:       Relationship:**

**Work Phone:       Home Phone:**

**Cell Phone:       Email:**

**Best Form of Contact:**

**Name:       Relationship:**

**Work Phone:       Home Phone:**

**Cell Phone:       Email:**

**Emergency Contact Information (Others that can be reached)**

**Name:       Relationship:**

**Work Phone:       Home Phone:**

**Cell Phone:       Email:**

**Is there anyone that is not allowed access to pick up the child?**

**☐ YES ☐NO**

**If you checked yes, please list here:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*If there is a court order, please provide that to us prior to enrolling\***

**Drop-Off Procedures**

**\*DROP-OFF FOR FULL TIME STUDENTS IS BETWEEN 8:00-8:30 am\* School starts at 8:30 am\***

Parents/Transportation will use the Brown Avenue entrance from Fairfield Street to drop-off their student.  Parents/Transportation should enter Brown Avenue, staying to the right.  Please have your student exit the vehicle on the curbside (right side of car). After drop-off, please continue down Brown Avenue to Bishop Street to exit. PLEASE DO NOT U-TURN in ANY private driveways as this can be disruptive to the neighboring community members.

**Pick-Up Procedures**

**\*PICK-UP TIME FOR FULL TIME STUDENTS IS AT 2:30 pm\* School ends at 2:30 pm\***

Parents/Transportation will use the Brown Avenue entrance from Fairfield Street to pick-up their student.  Parents/Transportation should enter Brown Avenue, staying to the right.  Please have your student enter the vehicle on the curbside (right side of car). After pick-off, please continue down Brown Avenue to Bishop Street to exit. PLEASE DO NOT U-TURN in ANY private driveways as this can be disruptive to the neighboring community members.

Parents/Transportation who do not pick up their student on a regular basis **must**send a note to their staff member informing them of the change in departure plans.  This can include other friends or family members and community support workers. If there is a change in the student’s transportation plan, the person/agency

picking up the student must show identification and sign the student out before departing.

**ALL afternoon transportation changes must be made before 2:00 pm. Otherwise, it is assumed students will be sent home by their usual transportation.**

**STUDENT DROP-OFF/PICK-UP FORM**

**Student Information (please print)**

Student’s Full Legal Name:

\*Please notify BRIGHTality if an unauthorized person will picking-up your student\*

For the safety and protection of students, written permission must be received in advance for school staff.

I, parent/legal guardian, authorize the following individuals to pick-up my student from BRIGHTality.

| **Name** | **Relationship to Student** | **Phone Number** |
| --- | --- | --- |
|       |       |       |
|       |       |       |
|       |       |       |
|       |       |       |

If an authorized individual without valid identification or an unauthorized individual attempts to pick-up any student from the school, I can be contacted at this number:

All parents/guardians and transportation must make sure that a staff person recognizes that the student has been dropped-off/picked-up from the school.

Name of Parent/Guardian (printed):

Signature:      Date: Click or tap to enter a date.

**Advanced Permission for Off-Campus Excursions**

Student Name:

From time-to-time BRIGHTality takes students off-campus for a variety of educational experiences. This may include locations such as, Taylor Park, local stores, Kill Kare state park, Hard’Ack, and local farms/homesteads. Generally, BRIGHTality gives advance notice of such excursions. My signature below authorizes BRIGHTality in advance to transport my student to these educational activities during the 2023-2024 school year. All activities will take place during the school day and will not alter drop-off or pick-up times.

If there are any specific locations that you would not like us to take your student, please list below:

| **1.** |       |
| --- | --- |
| **2.** |       |
| **3.** |       |
| **4.** |       |

Parent/Guardian Name:

Parent/Guardian Signature:

Date: Click or tap to enter a date.

☐Check here if you wish to opt your student out of all off-campus excursions.

**SOCIAL MEDIA CONSENT**

**We want to celebrate your student and their work!**

Dear Parents/Guardians,

From time-to-time BRIGHTality would like to have pictures of your student or their work on our website or related social media. This form will let us know whether you want your student’s image/work and first name to be published.

Please make one of the following choices:

☐ I/We GRANT permission for photos/images that includes this student and a caption that may include their first name to be published on the school website, newsletter, bulletin, Facebook page, or other social media outlets and publications.

\* If at any time you, as the parent or guardian, wish to change this agreement, you may do so.\*

☐ I/We DO NOT GRANT permission for photos/images that include this student to be published on the school’s website, newsletter, bulletin, Facebook page, or other social media outlets and publications.

PRINT the name of your Child:

PRINT the name of Parent/Guardian:

Signature of Parent/Guardian:

Relationship to Child:

Date: Click or tap to enter a date.

**PRESCRIPTION MEDICATION FORM**

Student Name:      Date of Birth:

School:      School Year:

Name of medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dosage:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of administration: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Special instructions/reason for medication: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Will the student be carrying and taking this medication on his/her own? □Yes □No

***Students are not allowed to carry controlled substances and will be required to come to the Health Office to take any medication classed as a controlled substance.***

***If YES is selected: I/We understand that our student will be responsible for carrying and taking his/her own medication and that he/she is only authorized to carry one day’s supply of medication in the ORIGINAL LABELED container indicating the name of the medication and the dose of the medication or dosing recommendations.***

Parent/Guardian Signature:      Date: Click or tap to enter a date.

Phone #(s):

School Administrator Signature:       Date: Click or tap to enter a date.

Date: medication brought for storage in the Health Office.

Expiration date: Amount of medication       (two adults count medication and record)

Signature of person counting Signature of person counting

**End of Year Instruction:**

☐ I will pick up unused medication on the last day of school (medication will be discarded if I do not pick it up by the end of the day)

☐ Please discard unused medication on the last day of school

Date: Click or tap to enter a date. Medication ☐ returned ☐destroyed at end of school year.

Signature of person returning/discarding med Signature of person picking up/discarding

**Permission For Over-the-Counter Medication**

| Childs Name:  |  |
| --- | --- |
| D.O.B |  |
| Home Telephone Number:  |  |
| Allergies:  |  |
| Medical Problems:  |  |
| Current Medications:  |  |

In the event that your child/student complains of a minor illness, (i.e. headache, stomach ache, cough or cold symptoms, sore throat, menstrual cramps or minor aches and pains) during the school day, Provided below  is a list of “over the counter medications” that may be administered to your child by a School staff member. Please check all medications you would like available to your child during the school day.

| ☐ | Advil/ Ibuprofen (headaches, aches and pains) |
| --- | --- |
| ☐ | Anbesol/Orajel (tooth aches) |
| ☐ | Eye Drops |
| ☐ | Hydrocortisone Cream 1% |
| ☐ | Lozenges (Cough Drops) (sore throat) |
| ☐ | Pepto-Bismol (diarrhea-stomach aches) |
| ☐ | Rolaids/Tums (stomach aches) |
| ☐ | Tylenol (headaches, aches and pains |
| ☐ | Benadryl (Allergies) |
| ☐ | Midol (Cramps, bloating, Menstrual related pain) |

Other information regarding your child that you would like the School Staff to know

|       |
| --- |

☐ YES, administer “over the counter medications” to my child if needed during the school day.

☐NO, do not administer any “over the counter medications” to my child during the school day.

\*By checking this box ☐ and typing my name below, I am electronically signing this application.

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BRIGHTality Student Information Form**

| **Student Name:** |  |
| --- | --- |
| **Birth Date:** |  |

**Medication**

* I authorize BRIGHTality staff to administer medication such as tylenol, advil, ibuprofen, and tums to my child while at BRIGHTality.
* I do not authorize BRIGHTality to administer medication to my child.

Please list any other medications you give permission for BRIGHTality staff to administer to your child.

| **Medication** |
| --- |
|  |
|  |
|  |
|  |

**Parent Signature**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**STUDENT INTEREST SURVEY**

It is our mission at BRIGHTality to ensure that all students feel welcome and included. This means that from time-to-time we like to get them special drinks and treats. Please fill this out to help us better understand your student and their interests

| **Favorite Drinks** |  |
| --- | --- |
| **Favorite Snacks** |  |
| **Favorite Activities** |  |
| **Favorite Shows** |  |
| **Favorite Meals** |  |

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

**TV/MOVIE PERMISSION**

BRIGHTality utilizes a variety of media to help support lessons and interest-based learning. To help us provide the most appropriate content to your student, please check all boxes of content that you approve for your student.

| **Rating (Please Check All That Apply)** | **Examples of Content (Not Full List)** |
| --- | --- |
|  G | The Magic School Bus, March of the Penguins, etc… |
|  PG | Jumanjii, Holes, Boy Meets World, Freaky Friday, Hook, Remember the Titans, Karate Kid, The Parent Trap, A Walk to Remember, Harry Potter, Percy Jackson, Pride and Prejudice, etc… |
|  PG-13 | The Boy in the Striped Pajamas, How I Met Your Mother, The Hunger Games, A Beautiful Mind, A Civil Action, The Notebook, About a Boy, Harry Potter, Forrest Gump, My Sister’s Keeper, etc… |
|  R | Into the Wild, 127 Hours, Lord of the Flies…etc |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parent Signature**: **Date**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BRIGHTality Administration Signature (Received)** **Date:**

**PERMISSION SLIP FOR WALKS**

Please Check One:

☐I am willing

 ☐ I am not willing

to have my student, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, taken on walks in the area surrounding BRIGHTality, weather permitting. I understand that my student will be supervised by the staff of BRIGHTality during walks.

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Waiver and Release of Liability Transportation**

**IN** **CONSIDERATION** **OF** the risk of injury that exists while participating in TRANSPORTATION hereinafter the "Activity"); and

**IN** **CONSIDERATION** **OF** my desire to participate in said Activity and being given the right to participate in same;

**I** **HEREBY**, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

**I** **HEREBY** release and forever discharge BRIGHTALITY SPECIALIZED EDUCATION AND SUPPORT SERVICES, LLC, located in VT (P.O.Box 470,St.Albans,VT 05478), their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I** **AM** **VOLUNTARILY** **PARTICIPATING** **IN** **THE** **AFOREMENTIONED** **ACTIVITY** **AND** **I** **AMPARTICIPATING** **IN** **THE** **ACTIVITY** **ENTIRELY** **AT** **MY** **OWN** **RISK.** **I** **AM** **AWARE** **OF** **THE RISKS** **ASSOCIATED** **WITH** **PARTICIPATING** **IN** **THIS** **ACTIVITY,** **WHICH** **MAY** **INCLUDE,** **BUT ARE** **NOT** **LIMITED** **TO:** **PHYSICAL** **OR** **PSYCHOLOGICAL** **INJURY,** **PAIN,** **SUFFERING, PARALYSIS),** **ECONOMIC** **OR** **EMOTIONAL** **LOSS,** **AND** **DEATH.** **I** **UNDERSTAND** **THAT THESE** **INJURIES** **OR** **OUTCOMES** **MAY** **ARISE** **FROM** **MY** **OWN** **OR** **OTHERS'** **NEGLIGENCE, CONDITIONS** **RELATED** **TO** **TRAVEL** **TO** **AND** **FROM** **THE** **ACTIVITY,** **OR FROM CONDITIONS** **AT** **THE** **ACTIVITY** **LOCATION(S).** **NONETHELESS,** **I** **ASSUME** **ALL** **RELATED RISKS,** **BOTH** **KNOWN** **AND** **UNKNOWN** **TO** **ME,** **OF** **MY** **PARTICIPATION** **IN** **THIS** **ACTIVITY.**

**I** **FURTHER** **AGREE** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs.

**I** **FURTHER** **ACKNOWLEDGE** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize BRIGHTality Specialized Education and Support Services, LLC to provide all emergency medical care deemed necessary, sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I** **FURTHER** **ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree to abide by the decision of the BRIGHTality Specialized Education and Support Services, LLC official or agent, regarding my approval to participate in the Activity.

**I** **HEREBY** **ACKNOWLEDGE** **THAT** **I** **HAVE** **CAREFULLY** **READ** **THIS** **"WAIVER** **AND**

**RELEASE"** **AND** **FULLY** **UNDERSTAND** **THAT** **IT** **IS** **A** **RELEASE** **OF** **LIABILITY.** **I**

**EXPRESSLY** **AGREE** **TO** **RELEASE** **AND** **DISCHARGE** **BRIGHTality** **Specialized** **Education and** **Support** **Services,** **LLC AND** **ALL** **OF** **ITS** **AFFILIATES,** **MANAGERS,** **MEMBERS, AGENTS,** **ATTORNEYS,** **STAFF,** **VOLUNTEERS,** **HEIRS,REPRESENTATIVES, PREDECESSORS,** **SUCCESSORS** **AND** **ASSIGNS,** **FROM** **ANY** **AND** **ALL** **CLAIMS** **OR CAUSES** **OF** **ACTION** **AND** **I** **AGREE** **TO** **VOLUNTARILY** **GIVE** **UP** **OR** **WAIVE** **ANY** **RIGHT THAT** **I** **OTHERWISE** **HAVE** **TO** **BRING** **A** **LEGAL** **ACTION** **AGAINST** **BRIGHTality** **Specialized**

**Education** **and** **Support** **Services,** **LLC** **FOR** **PERSONAL** **INJURY** **OR** **PROPERTY** **DAMAGE.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of BRIGHTality Specialized Education and Support Services, LLC, its agents, and employees.

I agree that this Release shall be governed for all purposes by Vermont law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE

DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

**THIS** **AGREEMENT** was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and BRIGHTality Spec. Edu. And Support Services, LLC agree that this agreement is clear and unambiguous as to its terms and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

PARENT / GUARDIAN WAIVER FOR MINORS

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact Contact Relationship Contact Telephone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I** **HEREBY** **CERTIFY** that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and do hereby give my consent without reservation to the foregoing on behalf of

this individual.

**I,** **THE** **UNDERSIGNED** **PARTICIPANT,** **AFFIRM** **THAT** **I** **AM** **OF** **THE** **AGE** **OF** **18** **YEARS** **OR OLDER,** **AND** **THAT** **I** **AM** **FREELY** **SIGNING** **THIS** **AGREEMENT.** **I** **CERTIFY** **THAT** **I** **HAVE READ** **THIS** **AGREEMENT,** **THAT** **I** **FULLY** **UNDERSTAND** **ITS** **CONTENT** **AND** **THAT** **THIS RELEASE** **CANNOT** **BE** **MODIFIED** **ORALLY.** **I** **AM** **AWARE** **THAT** **THIS** **IS** **A** **RELEASE** **OF LIABILITY** **AND** **A** **CONTRACT** **AND** **THAT** **I** **AM** **SIGNING** **IT** **OF** **MY** **OWN** **FREE** **WILL.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent / Guardian Name: Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Minor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent / Guardian Signature: Date:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participants Name (Student): Participants Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: Date:

**Waiver and Release of Liability**

**In consideration of** the risk of injury that exists while participating in any of the following activities such as, but not limited to:

Transportation, Ice Fishing, Ice Skating, Swimming, Hiking, Walking, Biking, Kayaking, Snowshoeing, any other recreational activities (hereinafter the “Activity”); and

**In consideration of** my desire to participate in said Activity and being given the right to participate in same;

**I hereby**, for myself my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, “Releasor.” “I” or “me”, which terms shall include Releasor’s parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims causes of action any kind arising out of my participation in the Activity; and

**I hereby**, release and forever discharge **BRIGHTality Specialized Education and Support Services, LLC** to include LunaWay and BRIGHTality, located in Vermont, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releases”), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

**I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with participating in this activity, which may include, but are not limited: physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel to and from the activity, or from conditions at the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity.**

**I further agree** to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions whatsoever for liability, damages, comprensations or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

**I further acknowledge** that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

**I further acknowledge** that this Activity may involve a test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the BRIGHTality official or agent, regarding my approval to participate in the Activity.

 **I hereby acknowledge that I have carefully read this “waiver and release” and fully understand that it is a release of liability. I expressly agree to release and discharge BRIGHTality and all of its affiliates, managers, members, agents, attorneys, staff, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive an right that I otherwise have to bring a legal action against BRIGHTality for personal injury or property damage.**

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of BRIGHTality, its agents, and employees.

I agree that this Release shall be governed for all purposes by Vermont law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s or my agent’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

**This waiver and release of liability shall remain in effect for the duration of my participation in the activity, during this initial and all subsequent events of participation.**

**This agreement** was entered into at arm’s-length without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and BRIGHTality agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to altar or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purpose of which it is entered into.

In the event that any provision contained with this Release of Liability shall be deemed to be severable or invalid, or if any term condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise enforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event emergency, please contact the following person(s) in the order presented:

**Emergency Contact Emergency Relationship Contact Telephone**

**I, the undersigned participant, affirm that I am of the age 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.**

**Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Participant’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**Parent/Guardian Waiver for Minors**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

**I hereby certify** that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent/Guardian Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Relationship to Minor:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**BRIGHTality**

**Cell Phone Contract**

This contract between and BRIGHTality , signed on the day of , 20 , establishes cell phone usage rules and consequences.

I understand that having a cell phone is a privilege and that if I choose to disregard the following expectations listed in this contract, I am forfeiting my privilege of using my cell phone during school hours.

**Cell Phone Responsibilities**

I , , [student’s name], understand that while at school or engaging in school based interactions or activities that I must:

* Be courteous during instruction time by not interrupting the conversation or activity with my phone use.
* Be in control of my phone, don’t let my phone control me.
* Do not take videos or photos of others without their permission.
* Do not share videos or photos of others without their permission.
* Lower my volume while using my phone so as to not disrupt others around me.
* If I am asked to put my phone away, I will respect this request and follow-through by placing my phone in phone jail and having the privilege of charging at this time.
* Turn my ringer to silent or vibrate when I’m with other people who might be disturbed by a call.
* Don't put my phone on speakerphone when I’m with other people.
* If I break or lose my phone it will be my responsibility.

**Consequences**

I , , [student’s name], understand that if I choose to break the cell phone usage rules above then I am voluntarily forfeiting my privilege of having a phone at school.

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Student]

Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Parent/Guardian]

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [BRIGHTality Staff]