



Consent Form

Project Title:

Pediatric Multiple Sclerosis Weekend Retreat with Access-2-Adventure

Investigators:

Maria Milazzo, M.S., Lauren Krupp, M.D., Pamela Block, Ph.D.

Department of Neurology

You are being asked to be a volunteer in a research study.

The Purpose of this study is to:

Assess an experiential weekend program designed for children and teenagers with Multiple Sclerosis (MS).

Procedures:

If you decide to participate in this study, you will be asked to fill out brief questionnaires about your mood and how you feel about yourself, before and at the end of the weekend retreat. You will also complete a form evaluating each part of the weekend retreat. **If you agree to participate in this study, we will use your responses to those questions in order to evaluate the program.**

With your permission, we will complete a brief discussion (approximately 20 minutes) with you about your experiences at the weekend retreat. This will be done at your convenience during the weekend.

Risks/Discomforts:

There are no perceived risks or discomforts of participating in the study.

Benefits:

You will not directly benefit directly from participating in this study, but the information gained from participation will help us improve the weekend retreat program in future years.

Costs to Subjects:

There is no cost to you.

Confidentiality/Protecting the privacy of your health information.

All the information we get about you will be kept private. We will do this by not writing down your name or anything else that could link you in any way to the answers you give us for our study. All the study data that we get from you will be kept locked up. If any papers and talks are given about this research, your name will not be used.

Subject Rights:

- Your participation in this study is voluntary. You do not have to be in this study if you don't want to be.
- You have the right to change your mind and remove yourself from the study at any time without giving any reason, and without penalty.
- Any new information that may make you change your mind about your participation in this study will be given to you.
- You will get a copy of this permission form to keep.
- You do not waive any of your legal rights by signing this permission form.

Questions about the Study or Your Child's Rights as a Research Subject:

- If you have any questions, concerns, or complaints about the study, you may contact Maria Milazzo at 631-444-7802.
- If you have any questions about your rights as a research subject or if you would like to obtain information or offer input, you may contact Ms. Judy Matuk, Committee on Research Involving Human Subjects at 631-632-9036.

If you sign below, it means that you have read, or have had read to you, the information given in this permission form, and you would like to participate in this study.

Subject Name

Signature of Subject

Date

Name of Person obtaining permission

Signature of Person Obtaining Permission

Date



67 Sprague St. • Boston, MA 02136
617.333.4433 • www.rockspotclimbing.com



100 Higginson Ave. • Lincoln, RI 02865
401.727.1704 • www.rhodeislandrockgym.com

RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

The undersigned individual desires to use the Rhode Island Rock Gym located at 100 Higginson Avenue, Lincoln, Rhode Island 02865 and/or Rock Spot Climbing Gym located at 67 Sprague Street, Boston MA. 02136 (individually or collectively, the "Facility") and/or to participate in outdoor climbing expeditions ("Outdoor Climbing") sponsored by or involving Rhode Island Rock Gym, Inc. and/or Rock Spot Climbing LLC (individually or collectively as the context may require, "RSC"). Use of the Facility and/or participation in Outdoor Climbing may include, without limitation, participation in clinics, classes, courses, camps, programs, competitions, use of portable climbing walls, and/or any other activities sponsored, organized, managed, operated or run by RSC ("Other Activities"). In consideration for RSC permitting me to use the Facility and to participate in Outdoor Climbing and Other Activities, I hereby execute this Release of Liability and Assumption of Risks (the "Release").

I acknowledge that using the Facility and participating in Outdoor Climbing and the Other Activities involves certain inherent risks, including, the risk of death or serious personal injury and damage to and loss of use of property as a result of accidents, equipment failures or other causes. I hereby assume all such risks, as well as any other risks involved in using the Facility, participating in Outdoor Climbing, participating in any Other Activities and/or climbing anywhere, at any time, whether or not under the supervision of RSC staff.

I hereby release, discharge and covenant not to sue RSC and any of its affiliates or franchises and its or their owners, officers, directors, shareholders, members, employees, volunteers, agents, representatives, contractors, landlords, insurers, and their respective successors and assigns, as well as any and all other persons or entities that might have any liability whatsoever to me (collectively, the "Released Parties"), from and against any and all damages, actions, claims, causes of action and liabilities, whether known or unknown, anticipated or unanticipated, suspected or unsuspected, relating to or arising from any activity, occurrence or event involving the Facility, Outdoor Climbing, Other Activities and/or RSC. This Release is intended to release and discharge the Released Parties from all damages, actions, claims, causes of action and liabilities of any nature, specifically including, but not limited to, damages, actions, claims, causes of action and liabilities arising from or related to the negligence of the Released Parties, to the extent permitted by applicable law.

I further agree to indemnify, defend and hold harmless RSC and each of the other Released Parties from and against any claim, cause of action, loss, damage, judgment, fine, penalty, interest, liability and expense, including costs and attorneys' fees, incurred by RSC or any of the other Released Parties resulting from, arising out of, or in connection with my presence in and/or use of the Facility, my participation in Outdoor Climbing or any Other Activities.

I agree to comply with all rules and regulations with respect to the Facility, Outdoor Climbing and any Other Activities, including the rules and regulations incorporated into this Release, which I

have read. I agree to comply with any request or instructions of RSC staff. I understand that the rules and regulations incorporated into this Release are not a complete list of all rules and regulations regarding use of the Facility, Outdoor Climbing and the Other Activities. I understand that other rules and regulations may be posted at the Facility and/or may be provided to me verbally or in writing by RSC staff. I understand that RSC may amend the rules and regulations from time to time and I shall comply with all such additions and amendments. I understand that RSC and the Released Parties shall not be liable for my failure or the failure of any other party to comply with the rules and regulations.

I covenant and agree (i) to use the Facility for its intended purposes, (ii) not to commit waste or damage upon or to the Facility or any equipment or other personal property owned by RSC, (iii) not to use the Facility for any unlawful purpose, and (iv) not to do or permit to be done anything which may subject RSC or the Released Parties to any liability for injury or damage to person or property, or result in a violation of any law, ordinance or regulation of any governmental authority, agency or department.

This Release shall cover and include all areas, activities, equipment and personal property and facilities in or about the Facility and/or related to the use of the Facility and participation in Outdoor Climbing and Other Activities, including parking facilities, the land surrounding the Facility, showers, rest rooms, changing rooms, retail areas, observation areas and party rooms in the Facility, and transportation in connection with Outdoor Climbing expeditions or Other Activities.

This Release applies to and binds my personal representatives, executors, heirs, and family. I am over 18 years of age. I carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this release is a contract and that I sign it of my own free will. I agree to be bound by its terms. I further understand that this agreement has no expiration date.

I hereby voluntarily waive any right that I may have to a trial by jury in any action, proceeding or litigation involving any Released Party.

To the extent permitted by applicable law, I hereby waive the protections of any applicable law whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release. If any provision of this Release shall be determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Release shall not be affected thereby except as may be necessary to make the remaining provisions consistent with each other after the invalid or unenforceable provisions are deleted, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

The laws of the State of Rhode Island shall govern the rights and obligations of the parties to this Release and the interpretations, construction and enforceability thereof. I agree that any lawsuit

brought against any Released Parties shall be brought solely in the courts of the state in which the subject Facility is located, or, in case of Outdoor Climbing or any Other Activities not taking place in a Facility, the state in which the subject Facility through which the activity was booked is located.

RSC reserves the right to use any photograph, video, audio recording or any other media taken of me at the Facility, during an Outdoor Climbing expedition, or in connection with any Other Activities, in RSC's promotional materials, brochures, web-site, and any other advertising.

Today's Date

First Name (please print) M.I. Last Name

Date of Birth

Street Address

City State Zip code

Home Telephone Number Cell Telephone Number

Email Address

Signature of Participant

RULES & SAFETY POLICIES

Please read carefully. The rules and regulations below are not a complete list of all rules and regulations regarding use of the Facility, Outdoor Climbing and any Other Activities. Additional rules and regulations may be posted at the Facility and/or may be provided verbally or in writing by RSC staff. RSC may amend the rules and regulations from time to time.

- All climbers must have a signed Release of Liability and Assumption of Risks form on file at the front desk.
- Parent/guardian must complete and sign waiver form for climbers under 18 years old.
- Climbers must read and obey current rules and regulations.
- Follow instructions of staff at all times.
- Inspect the Facility and all climbing equipment, gear and apparel (including, but not limited to, anchors, ropes, carabiners, belay devices, harnesses and/or shoes) prior to use to ensure that they are in safe operating condition for such use. Immediately advise staff of any damage to the Facility, equipment or gear.
- All Belayers must pass a belay test by the RSC staff.
- Climbers must tie directly into their harness with a figure 8 follow through knot.
- Belayers must use a floor anchor at all times.
- Climbers and belayers must clearly communicate formal belay commands and perform safety checks.
- Belay instruction is to be done by RSC staff only. No exceptions.
- No one under 14 years of age is allowed to belay unless specific permission is given by RSC management.
- No one under 14 years of age is allowed to lead or lead belay unless specific permission is given by RSC management.

TO BE SIGNED IF PARTICIPANT IS A MINOR

I represent that I am the parent or legal guardian of the above individual and hereby consent to the individual using the Facility, participating in Outdoor Climbing and participating in Other Activities sponsored by RSC (all as more particularly defined above). In consideration for RSC allowing the above individual to use the Facility, participate in Outdoor Climbing and participate in the Other Activities, I agree, personally and on behalf of the above individual, to be bound by the terms and conditions of this Release. I further agree to indemnify, defend and hold harmless RSC and each of the other Released Parties from and against any claim, cause of action, loss, damage, judgment, fine, penalty, interest, liability and expense, including costs and attorneys' fees, incurred by RSC or any of the other Released Parties resulting from, arising out of, or in connection with the above individual's presence in and/or use of the Facility, or participation in Outdoor Climbing or any Other Activities. I carefully read this agreement and fully understand its contents. I am aware that this is a release of liability. I understand that this release is a contract and that I sign it of my own free will. I agree to be bound by its terms. I further understand that this agreement has no expiration date. If I am an adult responsible for a minor or group of minors using the Facility, I agree to have a release like this one signed by a parent of each minor in the group. I understand that if I fail to do so, RSC can refuse to let that minor climb, or at its option, agree to let the minor climb, but that it does so only because I hereby agree to assume full responsibility for the safety of that minor child and to indemnify and hold harmless RSC and the Released Parties in accordance with this paragraph.

Date Printed name

Relationship to minor

Home Telephone Number Work/ Cell Telephone Number

Signature of Parent or Legal Guardian

RULES & SAFETY POLICIES (continued)

- Lead climbers/belayers must supply their own reasonable UIAA approved rope.
- All lead climbers must pass a lead belay test by the RSC staff.
- "Topping out" on boulders is done only at your own risk. Always use a crash pad and spotter.
- Climbing shoes must be worn at all times while climbing.
- Clean shoes only on landing surface
- No loose chalk, please use a chalk ball.
- Route setting by approval of RSC head route-setter only.
- Please be conscious and respectful of others around you.
- Please keep all food and drink out of the climbing area.
- Please keep floor and benches clear. Put your gear away.
- No pets in the gym.
- The RSC is not responsible for damaged, lost or stolen items. Please store personal items in cubbies.
- RSC reserves the right to deny access to its facilities to any individual permanently or for a specified period for breach of contract of the safety policies, or for any conduct that is viewed as unsafe or inappropriate.
- Please voice suggestions or concerns to RSC management.

Medical History Questionnaire

Event Title: _____ Date of Event: _____

Participant's Name (please print): _____

Home Address: _____

City/ State/ Zip Code: _____

Home Phone: _____ Email Address: _____

Date of Birth: _____

Do you presently have, or have you ever had any of the following?

Diabetes	Yes _____	No _____
Heart Disease	Yes _____	No _____
Asthma	Yes _____	No _____
Epilepsy	Yes _____	No _____
High/Low Blood Pressure	Yes _____	No _____
Shoulder Dislocation/Subluxation	Yes _____	No _____
Allergies (bee sting, food, etc)	Yes _____	No _____

If yes to any of the above, do you carry medication? What type?

(If YES to BEE STING, please make sure you bring your own bee sting kit!)

Do you wear contact lenses? _____

Has your physical activity been restricted or altered during the past five years? If yes, why?

Have you had a recent significant illness or injury or been hospitalized other than already noted?
If yes, please explain. _____

Are you presently on any medication other than already noted? If so, what? _____

Do you have any medical problems that might exclude you from participation in vigorous physical activity? If so, what? _____

Please rate your swimming ability: Beginner _____ Intermediate _____ Expert _____

In case of emergency, please contact: _____
Telephone number: _____

READ CAREFULLY
Waiver of Release of Liability

In consideration of The Kayak Centre at Wickford Cove, LLC furnishing services and/o equipment for me to participate in outdoor activities, programs, expeditions, and/or courses planned o supervised by The Kayak Centre, LLC I agree as follows.

I fully understand that outdoor activities have: (a) inherent risks, dangers, and hazards and such exists in my use of The Kayak Centre equipment and my participation in outdoor activities, programs expeditions and/or courses planned and supervised by The Kayak Centre; (b) my participation in such activities and/or use of such equipment may result in injury or illness including but not limiting to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailment that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees officers, or agents of The Kayak Centre; the negligence of the participant, the negligence of others accidents, breaches of contract, the forces of nature, or the causes. Risks or dangers may arise from foreseeable or unforeseeable causes including, but not limiting to, guide decision making, including that the guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and (d) by my participation in these activities and for use of equipment I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of The Kayak Centre, or by any other person.

I, on behalf of myself, me personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify The Kayak Centre and its owners, agents officers, and employees from any and all claims, actions, or losses for bodily injury, property damage wrongful death, loss of services, or otherwise which may arise out of misuse of the Kayak Centre equipment or my participation in kayaking activities. I specifically understand that I am releasing discharging and waiving any claims or actions that I may have presently or in the future for negligent act or other conduct by the owners, agents, officers or employees of the Kayak Centre.

I do further authorize The Kayak Centre, to photograph, televise, videotape or by any other means record the image or voice of the participant while engaged in any activity planned or promoted by The Kayak Centre, and to use such records for instructional, promotional, or commercial use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE KAYAK CENTRE AT WICKFORD COVE, LLC FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature

Age

Date

Signature of Parent or Guardian

INDIVIDUAL PARTICIPANT APPLICANT INFORMATION
FORM AND RELEASE OF LIABILITY

DISCLOSURE

The Harmony Hill School adventure-based program involves a variety of activities that often include warm-ups, games, group initiative problems, high and low ropes course elements, and other rigorous physical adventure activities. (The level of participation in the Harmony Hill School adventure-based program activity is at all times completely up to the individual's choice). Yet, there is a risk which must be assumed by each participant that he or she may suffer an emotional or physical injury.

Policy for participation in all of Harmony Hill School's adventure-based programs require that every participant have health/accident insurance coverage. In addition, certain health/medical information must be made known to the instructor(s) conducting programs so that they are prepared to respond appropriately if the need arises. This information will be held in confidence. Please complete the form and return it to Harmony Hill School prior to participating in any activities.

PART I – APPLICANT INFORMATION

Type of Workshop: Access 2 Adventure

Dates of Workshop: 7/9 and 8/13/2006

1. Name:

Social Security No.

2. Do you have health/accident insurance? ☐no ☐yes: If yes, name and address of company:3. Do you have any limiting physical disabilities or handicaps (temporary or permanent)? ☐no ☐yes. If yes, identify and explain:4. Are you currently taking medication (prescribed or otherwise, e.g., cold medicine)? ☐no ☐yes. If yes, state what you are taking, and what condition it is for:Do you have any allergies, reactions to medications, any other medical limitations? ☐no ☐yes. If yes, identify and explain:6. Have you had surgery in the past year for any conditions which may limit your participation? ☐no ☐yes.7. Are you under any follow-up care from a surgical procedure? ☐no ☐yes.

8. In the event of injury or illness, please indicate who should be contacted:

Name:

Relationship:

Address:

Home Phone No.:

Work Phone No.:

Part II – MEDICAL HISTORY

1. Do you currently have or have you any history of the following:
- ☐ heart disease ☐ heart attack ☐ high blood pressure
- ☐ currently on medication for high blood pressure
- ☐ chest pain or pressure ☐ heart palpitations
- ☐ heart murmur ☐ any of these symptoms with exertion
- ☐ stroke

2. If you checked any of the above boxes. Please provide additional information:
-
-
-

PART III – ADDITIONAL FACTORS

1. Do you have diabetes? ☐ no ☐ yes

If yes, please indicate if it is (circle one): insulin dependent diabetes OR non-insulin Dependent diabetes.

2. Is there a history of heart disease in your family? ☐ no ☐ yes
If yes, please explain:
-
-

3. Do you smoke? ☐ no ☐ yes

4. Are you a former smoker? ☐ no ☐ yes

5. How long ago did you quit?
-

6. Please indicate which statement best describes how often you exercise:

- ☐ little or no exercise on a regular basis.
- ☐ occasional exercise 1 or 2 timer per week.
- ☐ vigorous exercise (e.g., 20 minutes of running, walking at a fast pace or equivalent 3 times per week or more).

PART III - PHYSICIAN CONSULTATION

If you checked any boxes in Part II, Medical History, we strongly recommend that you consult with your physician prior to participating in the Harmony Hill School adventure-based program or other strenuous physical activity. These conditions include a personal history of heart disease, chest pain or pressure, high blood pressure, or stroke.

Diabetes, smoking, sedentary life style, being overweight, family history of heart disease and age (over 45) are also recognized as cardiac risk factors. If you have three or more of these risk factors, we strongly recommend that you consult with your physician prior to participating in the Harmony Hill School adventure-based program or other strenuous physical activity.

This medical information form is intended to help prospective participants determine who may need to consult with their physician prior to participation. If you are uncertain about any pre-existing medical conditions, we strongly recommend that you consult with your own physician prior to participating in the Harmony Hill School adventure-based program.

If you or your physician require additional information about activities in any particular adventure-based program, please contact us.

In preparation for the Harmony Hill School adventure-based program, I have consulted with my physician: ☐no ☐yes.

If yes, check one:

- ☐ I have been advised that I may participate fully in the program without limitation.
- ☐ I have been advised that I should not participate in the program.
- ☐ I have been advised that I may participate in the program, but should avoid certain activities:

Please provide additional information:

RESERVE RIGHT TO REJECT ANY/ALL PARTICIPANTS AT OUR DISCRETION.

(for adult students)

**PARTICIPANT'S ACKNOWLEDGEMENT, AUTHORIZATION
AND RELEASE OF LIABILITY**

**PARTICIPANT'S ACKNOWLEDGEMENT, AUTHORIZATION AND
RELEASE OF LIABILITY**

The undersigned, being an adult, hereby acknowledges that I seek to participate in the Harmony Hill School, Inc.'s Challenge Course. I affirm that the confidential medical information which has been provided is accurate and complete. I understand that failure to disclose any confidential medical information could affect my own safety and those around me, I agree to hold Harmony Hill School, Inc. harmless if full disclosure of a pre-existing medical condition has not been provided. In the event of illness or injury, consent is hereby given to provide emergency medical care, hospitalization or other treatment which may become necessary.

I understand that parts of the Harmony Hill School, Inc. Challenge Course may be physically and emotionally demanding. I possess sufficient fitness to participate. I agree to follow all instructions given by the Challenge Course staff during the training or workshop. I recognize the inherent risk of injury or disability at the Harmony Hill School, Inc. Challenge Course. I understand that each participant must assume the risk of injury or disability that could result from the use of the program.

Each party shall indemnify, save and hold harmless Harmony Hill School, Inc., as well as any other entity or entities involved, including but not limited to: employees, agents, representatives, officers, trustees and directors, from and against all claims, demands, actions, proceedings, liabilities, damages, settlements, judgements, costs and expenses, including attorney's fees, which may be assessed against or incurred by each party/parties, the employees, agents, representatives, officers, trustees or directors. This clause shall survive this Agreement's termination.

Witness:

Participant:

Date: _____

PHOTO/MEDIA RELEASE

I grant to Harmony Hill School, Inc., the right to use, reproduce, assign and/or distribute photographs, films, videotapes and sound recordings of me for use in materials they may create.

Witness: _____

Date: _____

Participant: _____



Release Agreement

In full recognition and understanding of the responsibilities, hazards, and dangers inherent in the participation in activities of the Access2Adventure, I _____ and/or we the parents/guardian of _____ a minor participant, do hereby:

1. Agree that I/we (if participant is a minor) have read and/or listened to and understand the written and/or verbal information provided to me related to the _____ event in which I and/or minor participant will be participating.
2. Acknowledge and fully understand that I and/or the minor participant, will be engaging in activities that involve risk of serious injury, including permanent disability, death, and property damages. Further, I/we understand that there may be unknown risks not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for any damages following such injury, permanent disability, death, or property damage.
4. Release, discharge, hold harmless, and covenant not to sue the Access2Adventure Program, and their trustees, officers, agents, coaches, and employees from and against all claims, demands, actions and causes of action for damages which I and/or we (if participant is a minor) may sustain or incur due to personal injury, death or property damage arising from my/his/her participation in the activity, whether or not the result of negligent acts or omissions on the part of Access2Adventure Program.
5. Defend, indemnify and hold harmless the Access2Adventure Program, and their trustees, officers, agents, coaches, and employees in the event that due to my and/or minor participant's involvement in this activity, anyone else sustains personal injury, property damage, or death.
6. In the event that my and/or minor participant's involvement in the activity causes damage to the property of the Access2Adventure, we further agree to indemnify the organization for such loss.

The above agreement applies to the _____, Date(s) _____

I/we have read the above release agreement, understand that I/we have given up substantial rights by signing it, have not changed it orally, and sign it voluntarily.

PARTICIPANT'S NAME SIGNATURE DATE

FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to

his/her participation under this agreement, and, for myself, my spouse, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

Parent/Guardian Signature(s) Printed Name(s) Date

Emergency Phone #: _____

PHOTO RELEASE

I, _____ agree to be photographed and/or video taped at above program and I give Access2Adventure my permission to use photographs and/or videos taken of me during participation in Access2Adventure activities for education, advertising, fundraising and public relations.

Signature _____ Date _____