



## PARTICIPATION AGREEMENT & RELEASE

### Section I. Important Information for Medical Emergencies

Insurance Carrier \_\_\_\_\_ Policy # \_\_\_\_\_

Name of Emergency Contact \_\_\_\_\_ Phone # \_\_\_\_\_

Student Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_ Parent/Guardian email \_\_\_\_\_

Are there any medical conditions or physical limitations that we should know about your child? Yes  No   
If yes, please explain:

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

### Section II. Participation Agreement and Release

This Participation Agreement and Release (the "Release") between TAMIT, a California non-profit corporation ("TAMIT") and the undersigned participant ("Participant"), where such Participant is aged 18 years or older, or the undersigned legal guardian of the Participant, on behalf of Participant where such Participant is aged less than 18 years, as the case may be, is made and entered into as of **(today's date)** \_\_\_\_\_, 20\_\_\_\_. In consideration of the opportunity afforded Participant to participate in a TAMIT activity and/or program, and for good and valuable consideration, the receipt and sufficiency of which the undersigned hereby acknowledges the undersigned grants to TAMIT and its respective agents, licensees, successors and assigns the rights set forth herein.

**MEDIA RELEASE:** The undersigned grants to TAMIT and its respective agents, licensees, successors and assigns the irrevocable and perpetual right to use (i) Participant's name, photograph, likeness, voice, biographical and personal background information, statements, and participation in the TAMIT activities or related programs; (ii) any college essays, speeches or other works created by Participant incident to the TAMIT activities or related programs; (iii) any notes, photograph, film, or video or audio tape that may be taken of the undersigned or of any of the above materials, including the audio, video and any other multimedia form of the undersigned's participation in the TAMIT activities and related programs; and (iv) any ancillary or derivative materials based on any of the foregoing (collectively (i)-(iv) are the "Participation Materials"), in connection with the marketing, advertising, publicizing, and exhibiting of TAMIT and its programs and activities, including, but not limited to, the University 100, 360 Program, Summer Camp, Spring Break Academies, TAMIT comprehensive tutoring program or for any other TAMIT program or business, in whole or in part, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised, including, but not limited to, yearbooks, publications, and website materials as may be published by TAMIT. Participant understands and agrees that all Participation Materials, including without limitation, all negatives, positives, prints, film, tapes, DVDs, CDs, streaming files, and any other media now known or hereafter devised in which the Participation Materials are stored, replayed, replicated or utilized are and shall remain the sole property of TAMIT. TAMIT shall have the right to reproduce, distribute and prepare derivatives of the above that may include any part or all of the above.

**SCHOOL VISIT:** Incidental to the above license, the undersigned hereby irrevocably authorizes TAMIT and its respective employees or agents to visit the undersigned's school site, observe classes, and obtain the undersigned's school grades, school transcripts and school records.

STUDENT NAME \_\_\_\_\_

**DRUG USE/ TESTING:** The undersigned acknowledges TAMIT does not condone or permit any use of illegal and controlled substances, except for medications as may be prescribed to the Participant by a licensed physician. The undersigned hereby authorizes the use by Participant while attending TAMIT activities or related programs, of medications as may be prescribed to the Participant by a licensed physician or over the counter medications as directed by the respective manufacturer's labels. The undersigned hereby authorizes TAMIT to administer drug tests on the Participant as mandated by TAMIT internal policies.

**NO WARRANTIES:** THE UNDERSIGNED UNDERSTANDS AND AGREES THAT TAMIT MAKES NO WARRANTIES AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ALL ACTIVITIES AND PROGRAMS CONDUCTED BY TAMIT AND REGARDING ANY FACILITIES, AREAS OR OTHER LOCATIONS WHERE SUCH ACTIVITIES AND PROGRAMS ARE CONDUCTED.

**RELEASE OF CLAIMS:** The undersigned hereby forever releases TAMIT and its officers, directors, volunteers, agents and sponsors from any and all causes of action, suits, claims, demands, or any other damages associated with (i) the use by TAMIT of the Participation Materials as permitted herein; (ii) Participant's participation in the TAMIT activities, including, but not limited to, any property damage and bodily harm, injury or death suffered by Participant therein or related thereto; (iii) any transportation, programs, activities or other services provided by third parties incident to Participant's participation in the TAMIT activities; (iv) TAMIT' use of Participant's likeness and biographical information as permitted herein and any associated identifying characteristics, including without limitation claims arising from rights of publicity, rights of privacy, trademark, copyright, obscenity or defamation; (v) or by virtue of any blurring, distortion, alteration, or use in composite form of the Participation Materials, whether intentional or otherwise, that may occur or be produced in such use or in any subsequent processing thereof. The undersigned hereby irrevocably waives all rights and benefits now or in the future under and by virtue of the terms of Section 1542 of the California Civil Code which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**LIMITATIONS OF LIABILITY:** In no event will TAMIT and its officers, directors, volunteers, agents, and sponsors be liable to Participant for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits), regardless of whether TAMIT has advance notice of the possibility of such damages, arising out of TAMIT's use of the Participation Materials or Participant's likeness and biographical information. In no event will TAMIT's cumulative liability for any damages arising out of or in connection with the Participant's participation in any TAMIT activity, program or any other matter related to this Release (whether arising out of contract, tort, or other legal theory) exceed \$50.

**CHOICE OF LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA, without regard to the conflict of laws provisions thereof.

**TAMIT OFFICE USE ONLY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Student Participant**

First Name  Last Name

Age  Gender

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

**Guardian of Student Participant**

First Name  Last Name

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

(Guardian to sign if Student Participant is less than 18)



### FERPA WAIVER

**Question:** Why should I fill this out?

**Answer:** With this waiver, TAMIT staff may contact your student's school to gain the information we need to help your Student succeed. We want to speak to counselors, teachers and administrators when an opportunity or problem arises. However we can only do so with this permission slip. At any time you may opt out of this waiver. We suggest you have a family discussion and provide any questions to TAMIT staff.

The *Family Educational Rights and Privacy Act* (FERPA) of 1974 seeks to guarantee both a student's right of access to education records, financial records and the confidentiality of student information. Institutions **may not disclose information** contained in education records without the student's written consent except under certain conditions. A student's record may be released to parents, guardians or other third parties by providing a written authorization or consent.

### STUDENT & PARENT INFORMATION

Student's	First Name	<input type="text"/>	Last Name	<input type="text"/>
Parent/Guardian's	First Name	<input type="text"/>	Last Name	<input type="text"/>

Name of my Student's School is...

The School Address is...

### RELEASE OF INFORMATION

Check the box for only 1 of the 2 options below.

**OPTION 1**

#### STUDENT CONSENT FOR RELEASE OF INFORMATION

I hereby authorize STUDENT'S SCHOOL NAME (listed above) to share, my STUDENT'S NAME as listed above) information upon request, any and all financial, academic, disciplinary or other education records the school may have on the student, with the following parents / guardians / organizations:

1. Teaching and Mentoring Indian Tarahat / 1019 Second Street, Suite 4, San Fernando, CA 91340

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

**OPTION 2**

#### STUDENT WITHDRAWAL OF CONSENT FOR RELEASE OF INFORMATION

I hereby **withdraw my consent** for my STUDENT'S NAME as listed above) parent, guardian or other third party as named above, to have access to my education records from STUDENT'S SCHOOL NAME (listed above), effective immediately.

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_  
Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

This RELEASE OF INFORMATION CONSENT shall be valid throughout the term of my enrollment within the Teaching and Mentoring Indian Tarahat (TAMIT) program but may be modified or rescinded in writing by the STUDENT at any time. The parent(s), legal guardian(s), tuition provider(s), or other indicated individual(s), set forth by me in this statement, agree that TAMIT shall not disclose the specified information to third parties without the student's authorization.

U.S. DEPARTMENT OF EDUCATION  
OFFICE OF INDIAN EDUCATION  
WASHINGTON, DC 20202  
**TITLE VII STUDENT ELIGIBILITY CERTIFICATION**  
Elementary and Secondary Education Act, Title VII, Part A, Subpart 1

**Parents: Please return this completed form to your child's school.** In order to apply for a formula grant under the Indian Education Program, your child's school must determine the number of Indian children enrolled. Any child who meets the following definition may be counted for this purpose. You are not required to complete or submit this form to the school. However, if you choose not to submit a form, the school cannot count your child for funding under the program. **This form will become part of your child's school record and will not need to be completed every year.** This form will be maintained at the school and information on the form will not be released without your written approval.

*Definition: Indian means any individual who is (1) a member (as defined by the Indian tribe or band) of an Indian tribe or band, including those Indian tribe or bands terminated since 1940, and those recognized by the State in which the tribe or band reside; or (2) a descendent in the first or second degree (parent or grandparent) as described in (1); or (3) considered by the Secretary of the Interior to be an Indian for any purpose; or (4) an Eskimo or Aleut or other Alaska Native; or (5) a member of an organized Indian group that received a grant under the Indian Education Act of 1988 as it was in effect October 19, 1994.*

NAME OF CHILD \_\_\_\_\_ Date of Birth \_\_\_\_\_  
(As shown on school enrollment records)

School Name \_\_\_\_\_ Grade \_\_\_\_\_

NAME OF TRIBE, BAND OR GROUP \_\_\_\_\_

**Tribe, Band or Group is: (check one)**

<input type="checkbox"/> Federally Recognized, Including Alaska Native	<input type="checkbox"/> State Recognized	<input type="checkbox"/> Terminated	<input type="checkbox"/> Organized Indian Group Meeting #5 of the Definition Above
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Name of individual with tribal membership: \_\_\_\_\_

Individual named is (check one):  Child  Child's Parent  Child's Grandparent

**Proof of membership, as defined by tribe, band, or group is:**

A. Membership or enrollment number (if readily available) \_\_\_\_\_ **OR**

Other (explain) \_\_\_\_\_

**Name and address of organization maintaining membership data for the tribe, band or group:**

\_\_\_\_\_

I verify that the information provided above is accurate:

**PARENT'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

Mailing Address \_\_\_\_\_ Telephone \_\_\_\_\_

Notice: Public Reporting Burden Notice on Reverse Side

### **PAPERWORK BURDEN STATEMENT**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 1810-0021. The time required to complete this portion of the information collection per type of respondent is estimated to average: 15 minutes per Indian student certification (ED 506) form; including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, Washington, D.C. 20202-4651. **If you have comments or concerns regarding the status of your individual submission of this form, write directly to:** Office of Indian Education, U.S. Department of Education, 400 Maryland Avenue, S.W., LBJ/Room 3E200, Washington, D.C. 20202-6335.