# Enrollment Contract Alexander Jewish Family Service/ d.b.a. Celebration Company

## **Participant Information**

#### Which Celebration Company are you applying to:

- Celebration Company Central
- Celebration Company West
- Hybrid of Both Sites

Participant Name		
Street Address		
City/State		
Zip Code		
Home Phone		
Email		
Guardian Name		
(if applicable)		
Guarantor		
Date Contract		
Signed and		
Submitted		
Emergency Conta	ct Information	
Emergency conta	ot information	
IN CASE OF EME	ERGENCY, NOTIFY:	
Name:		_
Home Phone:	Mobile Phone:	
Name:		_
Home Phone:	Mobile Phone:	

Name:	 	
Address:		
Phone:	 	
Hospital of Choice:		
•		

#### ENROLLMENT CONTRACT TERMS AND CONDITIONS

#### Please read all terms and conditions of the Enrollment Contract.

#### **Payment of Fees:**

- a. Participant and Guardian (if noted on the cover page) jointly and severally agree to pay all amounts and perform all obligations of Participant under this Enrollment Agreement and all renewals, extensions, amendments, and modifications thereof, including without limitation all fees and other expenses provided herein.
- b. The obligation to pay the fees and other expenses is for the entire Contract Year unless either:
  - i. Participant withdraws from the program in accordance with paragraph "c" below or
  - ii. Alexander JFS terminates Participant's rights hereunder pursuant to paragraph "c" below. Payment of all fees and recurring expenses shall be made through the Automatic Check Handling ("ACH") system described below on the first day of each calendar month in advance.
  - iii. Any payment not made to JFS, regardless of reason, shall be considered a late payment. Any payment not paid within [15] days of its due date will be subject to a late fee equal to 1.5% of the late payment.
- c. Participant may withdraw from the program at any time effective as of the end of a calendar month provided that Alexander JFS receives written notice of termination no less than 30 days prior to the effective date of withdrawal.
  - i. All fees and expenses through the effective date of withdrawal shall be paid in full. A Participant whose payments are past due may not be permitted to participate in the program.
  - ii. Participant shall pay a non-refundable application fee of \$250.00 at the time application is made to Alexander JFS for inclusion in the program.
- d. Participants are to be picked up from the program (if they are non-bus riders or there is no bus service available) by the end of the program hours at 3:00.
  - i. Staff will allow a 15-minute grace period for traffic or weather-related issues. A late pick up will begin at 3:15.
  - ii. A verbal reminder of the policy will be given to parent/caregiver for the first late pick up.
  - iii. A written reminder will be provided for the second late pick-up.
  - iv. At the third late pick up a charge of \$15 will be applied for every 15-minute block that the participant is at Celebration Company past 3:15 PM.
  - v. Habitual instances of late pick-ups may lead to dismissal from the program if the Manager feels that it is disruptive to the program

- A. **REFUND:** An applicant whose application has been accepted for enrollment by Alexander JFS and payment in full has been made prior to commencement, shall not be entitled to a refund of fees paid or application fees except in exceptional circumstances and at the discretion of the CEO of Alexander JFS.
- B. **COLLECTION PRACTICE:** Participant and Guardians shall pay to Alexander JFS all costs incurred by Alexander JFS in enforcing this Enrollment Contract, whether for payment of fees or performance of other obligations, including without limitation attorneys' fees and expenses incurred in such enforcement.
- C. CHANGE IN PRACTICES & PROCEDURES: Jewish Family Service and Celebration Company reserves the right to change its procedures and practices from time to time as circumstances may require with notice provided as soon as practical.
- D. **DAYS OF OPERATION:** I understand that Celebration will operate each week on Monday through Friday from 9 AM to 3 PM. Celebration Company will not be open on all Federal, state, local, and Jewish holidays listed in the calendar attached to this document. **Celebration Company will close as needed for staff development. Participants will be notified of these closures in a timely manner.** There is no reimbursement for holidays or days missed for any reason.
- E. **GROUNDS FOR TERMINATION:** In addition to the right of Alexander JFS to terminate Participant's participation in the program for non-payment of fees or other expenses, Alexander JFS may terminate Participant's right to terminate pursuant to this paragraph E. I understand that the essence of the relationship between the Participant and Celebration Company is a mutually respectful partnership, based upon the Judaic principle of *derech eretz* (respectful behavior). Alexander JFS reserves the right to terminate Participant's participation in the program and/or not renew Participant's participation for subsequent years.
- F. RELEASE OF LIABILITY: Participant and Guardian (collectively, the "Releasing Parties"), hereby waive, release and discharge Alexander JFS, Jewish Family Service, and its and their directors, trustees, officers and staff members (collectively, the "Released Parties") from any liability, loss, damage, claim, bodily or personal injury, cost or expense now or hereafter arising out of the performance of, or failure to perform, any of the rights or obligations of any of the Released Parties under this Enrollment Contract or any additions or supplements thereto, including without limitation the Transportation Agreement (collectively, the "Released Claims"), and covenant not to sue any of he Released Parties based on any of the Released Claims. This release applies regardless of the location of any such performance or failure to perform by any of the Release Parties, including without limitation any of the Released Parties' owned or rented properties, any vehicle or any site visited by any of the Releasing Parties as part of community-based instruction or field trips. [THIS RELEASE APPLIES, BUT IS NOT LIMITED, TO THE SOLE OR CONTRIBUTORY NEGLIGENCE OF ANY OF THE RELEASED PARTIES.]

I understand and will pay all fees associated with my participation, including any applicable late fees. I have read and agree to all Terms & Conditions of the **Enrollment Contract**. When accepted by Alexander Jewish Family Service and Celebration Company, I understand that this **contract** is legally binding.

Participant/Guardian Name:
Participant/Guardian Signature:
Guarantor Name:
Guarantor Signature:
Date:

#### STANDARDS OF CONDUCT

I,							of					,
		,	TX		(Ad	ddress)	under	stand	that	Celeb	ration	Company
seeks to	promote	the	well-being	of	its	employ	ees in	the	workpla	ce by	mainta	ining high
standards	s of profes	sion	al conduct.	Acc	ord	ingly, th	is polic	y sets	s forth s	tandard	s for p	rofessional
conduct,	including	but r	not limited to	o:								

- 1. **Sexual harassment and sexual misconduct** Sexual harassment and sexual misconduct are illegal, unprofessional, and prohibited in all Alexander Jewish Family Service facilities and Celebration Company employment sites. The workplace environment for employees should be free from inappropriate conduct of a sexual nature. Alexander Jewish Family Service is committed to complying with Federal and state laws. Participants who engage in such conduct will be subject to disciplinary action, up to and including termination without refund of paid program fees.
- 2. **Language** The use of obscene or abusive language is prohibited in all Celebration Company facilities.
- 3. Behavior
  - a. There shall be no disruptive behavior in the work environment or on the Alexander JFS Celebration Company bus.
  - b. Participants will not threaten or perform physical violence towards another participant or Celebration Company staff.
  - c. During the time of Celebration Company, there shall be no fighting, gambling, horseplay or using profane, obscene, or abusive language while at work, threatening, intimidating, or coercing others while on company premises.
- 4. Weapons No participant will possess or bring weapons or firearms onto Company premises.
- 5. **Alcohol and Illicit Drug Use** No participants will possess, be under the influence of, or use alcohol or illegal substances during work times.
- 6. Cooperation and Collaboration
  - a. All participants must demonstrate a willingness to work in harmony with others.
  - b. Insubordination will not be tolerated, including refusing to follow a supervisor's directions or other disrespectful conduct to a supervisor or manager.
- 7. **Respect for Property** Each Participant shall be personally liable for destroying or willfully damaging the property, records of materials of Alexander JFS or any other Participant or staff member, including without limitation the cost of repair of replacement of such property, records, or materials.

Participants are expected to abide by all Celebration Company policies and employees should report to their supervisors any conditions or circumstances that prevent satisfactory work performance. Alexander Jewish Family Service/ d.b.a. Celebration Company believes that commonly accepted standards of conduct help maintain good relationships at work and promote both responsibility and self-development. Therefore, if you engage in misconduct of any kind, including the examples listed above, you may be subject to disciplinary action, up to and including termination without refund of paid program fees. It is not possible to provide an exhaustive list of types of conduct that are not permitted. The list above is, therefore, intended simply to provide some examples.

I have read and agree to the following Terms & Conditions within the Standards of Conduct of the **Enrollment Contract**. When accepted by Alexander Jewish Family Service and Celebration Company, I understand that this **contract** is legally binding.

Participant/Guardian Name:
Participant/Guardian Name:
Participant/Guardian Signature:
Guarantor Name:
Guarantor Signature:
Date:

### TRANSPORTATION AGREEMENT

## Jewish Family Service/ d.b.a. Celebration Company

Partic	pant's Name:
Requ	irements for travel
1.	I
	<ul> <li>Celebration Company Central - located at 4131 S. Braeswood Blvd, Houston, TX 77025</li> <li>Celebration Company West - located at 1120 Dairy Ashford Rd. Houston, TX 77079</li> <li>ERJCC - located at 5601 S. Braeswood Blvd</li> <li>Participants' residence</li> <li>Prearranged CBI sites</li> </ul>
2.	This <b>Transportation Agreement</b> is a legal contract between Celebration Company and the Participant to be used to transport participants to and from the worksite.
3.	Should the Participant not be at the pick-up/drop-off address when the bus arrives, the bus will wait <b>five minutes</b> for the Participant to board the bus or the parent/guardian arrives to pick up the child.
	<ul> <li>a. Pick-up: If the participant does not board the bus within five minutes of the bus's arrival, the Participant must find an alternate method of transportation for the morning.</li> </ul>
	b. Drop-off: If the participant requires a guardian/parent to meet him/her at the drop-off location, that parent/guardian must be at the above stated location when the bus arrives. The bus will wait <b>five minutes</b> for the parent/guardian to arrive. After those five minutes, the bus driver will return the Participant to the worksite after the bus route is completed. The Participant is allowed three "late" grace periods, after which all bus privileges are revoked, and the Participant must find a new

mode of transportation.

4. The Parent/Guardian and Participant will be provided with the cell phone number of Celebration Company director. It is requested that you notify the director should there be any circumstances affecting Pick-up or Drop-off. The phone call is merely a courtesy and does not affect the grace period of <b>three</b> late Pick-ups by the parent/guardian.
Date:
Printed Name:
Signature:
Guarantor:

## TRANSPORTATION AGREEMENT

#### **VEHICLE LIABILITY WAIVER**

## Jewish Family Service/ d.b.a. Celebration Company

I,(Name of Passenger) of,	
,TX (Address) have requested that I be allowed to ride	in the
Jewish Family Service vehicle. It has been explained that if we are in an a	ccident
while I am a passenger in the vehicle owned by Jewish Family Service, I a	ım not
covered for medical expenses or other damages. I accept that as a condition	
being provided transportation. I understand and agree that the Release com-	
paragraph G of the Enrollment Contract applies also to this Transportation	
Agreement. I understand that if there is an accident caused by someone of	
a Released Party (as defined in the Release), I am preserving the right to s	ue the
party driving or owning the vehicle that caused the accident.	
It has been explained that I am required to wear my seatbelt at all times in vehicle, I am not allowed to smoke in this vehicle, and I must comply with governing the use of this vehicle. I understand that I do not have the appropriate this vehicle.	all rules
I will follow and obey all instructions provided to me by the bus driver or	an
Alexander Jewish Family Service/Celebration Company Staff, to ensure pr	
standards of conduct are adhered to while riding in the vehicle.	
Date:	
Printed Name:	<del></del>
Signature:	
Guarantor	

#### HEALTH AND LIABILITY/IMMUNIZATION FORM I ATTEST THAT THE FOLLOWING MEDICAL DISCLOSURE IS TRUTHFUL AND COMPLETE

Participant Name
Date of Birth
Height
Weight
NOTICE: If participant requires inhaler, participant must carry inhaler at all times.
Allergies (put NA if not applicable):
Describe all medical conditions and diagnoses (put NA if not applicable):
List all medications you take, including over the counter medications (put NA if not applicable):
MEDICAL RELEASE: In the event of an emergency, I understand every effort will be made to
notify the emergency contact or physician provided on this form. If these contacts cannot be
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

reached, I give permission to the physician selected by Alexander Jewish Family Service staff to hospitalize, secure proper treatment, order injections, anesthesia, and/or surgery.

#### ACKNOWLEGEMENT OF RISK & UNDERSTANDING PARTICIPANT

RESPONSIBILITIY: Alexander Jewish Family Service/d.b.a. Celebration Co. staff have been properly certified with Red Cross First Aid and CPR training, and are present at programs. However, through your participation in Celebration's employment activities, you acknowledge there are associated risks and dangers. Acknowledging these risks, you assume these risks in program participation. Alexander Jewish Family Service/d.b.a. Celebration Co. is NOT LIABLE for loss or damage to personal items, including damage or theft of any kind.

You are responsible for preparing yourself for Alexander Jewish Family Service employment and training programs, including a thorough review of provided materials so you and your guardian are familiar with the content and physical activities involved. You are responsible for bringing the appropriate gear and clothing. You are responsible for ensuring you are in the necessary appropriate condition. If any aspect of the program including safety considerations and etiquette or hygiene is NOT clear to you, it is your responsibility to ask questions. If your medical record or needs should change after the date listed below, it is your responsibility to submit a medical update in writing prior to further participation. The safety and enjoyment of the entire group depends on your fulfillment of these responsibilities

Participant/Guardian Name	
Participant/Guardian Signature	
Date:	

#### **Self Administration of Medication Consent Form**

I require medications during the Alexander Jewish Family Service/ d.b.a Celebration Company employment program. I understand the process and importance of self-administering medications while participating at Celebration Company programs. I understand and agree to the following terms and expectations:

- 1. Prescriptions medications must be contained in original containers prepared by pharmacist and include: patient name, medication name, dosage, and time to be administered. I will only bring the amount needed based on the program length.
- 2. Over-the-counter medications must be in original packaging with directions, dosages, and contents, clearly marked. Only send the amount needed based on the length/duration of the program.
- 3. All medications must be accompanied by this completed and signed consent form.
- 4. Alexander Jewish Family Service/Celebration Company staff cannot force me to take medications and is not involved in the self-administration process. Alexander Jewish Family

Service/Celebration staff is **NOT LIABLE IF I REFUSE** to self-administer medications.

Alexander Jewish Family Service/d.b.a Celebration Company encourages all participants to manage their own medical conditions independently. However, should you require assistance; Celebration Co. will provide the following:

- 1. For participants who have trouble remembering medication dosage instructions, Celebration Company staff will provide a verbal reminder upon written request. Please include a letter along with this signed form which includes the details of the reminder.
- 2. Celebration Company will provide a secure storage place for medication that is sensitive to light, heat or other normal environments. Participant must notify Celebration Company of the type of storage required.
- 3. Celebration Company will provide a provision of private space in which medication can be taken

## I ATTEST THE FOLLOWING MEDICAL DISCLOSURE IS TRUTHFUL AND COMPLETE.

I will self administer the following medications while at Celebration Compa	ny between program
hours (put NA if not applicable)	
Participant/Guardian Name:	
Participant/Guardian Signature:	

## **Seizure Protocol Form**

Please complete this section even if the participant has never had a seizure before.

Has the participant had a seizure in the past year?

Date:_ Type and description of seizure activity:  Triggers or indicators for onset of seizure activity:  Procedure for staff: (What steps are taken, when do parents/caregivers wish to be notified of seizure activity, do they want copies of all seizure record forms? At what point should medical intervention take place (ex: If seizure lasts longer than three minutes or there are more than ten seizures in one day), What action should be taken after seizure? What steps are taken for medical intervention? Any other details or information required for appropriate support).
Triggers or indicators for onset of seizure activity:  Procedure for staff: (What steps are taken, when do parents/caregivers wish to be notified of seizure activity, do they want copies of all seizure record forms? At what point should medical intervention take place (ex: If seizure lasts longer than three minutes or there are more than ten seizures in one day), What action should be taken after seizure? What steps are taken for medical intervention? Any other details or
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activity, do they want copies of all seizure record forms? At what point should medical intervention take place (ex: If seizure lasts longer than three minutes or there are more than ten seizures in one day), What action should be taken after seizure? What steps are taken for medical intervention? Any other details or
Emergency Contact Name and Phone Number:  Dated
Printed Name  Signature
Signature
Model's Release Form
I hereby grant and authorize Alexander Jewish Family Service of Houston/d.b.a Celebration Company the right to edit, alter, copy, and make use of all photos and or videos taken of me to be used in and/or for promotional materials without payment or consideration. This grant of use includes but is not limited to publishing on Internet and e-mails, magazines, pamphlets, advertisement flyers, and in whatever other manner the Alexander JFS finds useful or for any other lawful purpose.
I understand and agree that these materials will become Alexander JFS property and will not be returned. This Release extends to all formats, media, languages, and formats now known or hereafter developed.
This Release shall continue indefinitely, unless I otherwise revoke said Release in writing. In addition, I waive any right to royalties or other compensation arising or related to the use of the photos. I hereby release rights to all claims, demands and causes to action which I, my heirs, representatives, executors, administrators, or any other person acting on my behalf of my estate have or may have by reason of this authorization.  Participant/Guardian Name  Participant/Guardian Signature

## Fees and Scholarship Form

Jewish Family Service/ d.b.a. Celebration Company

Participant's Name:	
THE FEES AND COSTS SET FORTH HEREIN APPLY TO THIS CALENDAR YEAR A	ND
MAY BE ADJUSTED BY ALEXANDER JFS FOR FUTURE YEARS	
Please mark what Program Schedule and Transportation Needs you have chosen with a K.	ın
	.a
<b>Program Schedule</b> Please indicate which option is best (If scholarships have been grante	d-
ees will be adjusted according to that granted amount)	
Please indicate what weekdays you plan on attending: M, T, W, Th, F	
5 days a week/\$1494 monthly	
4 days a week/\$1313 monthly	
3 days a week/\$1133 monthly	
2 days a week/\$755 monthly	
1 day a week/\$378 monthly	
<u>Γransportation Needs (Pick up and Drop off)</u> *Fees not included in scholarship	
Transportation Needs (Pick up and Drop off) *Fees not included in scholarship	
Transportation Needs (Pick up and Drop off) *Fees not included in scholarship  5 days a week/\$125 monthly (\$75 one-way)	
<u>Fransportation Needs (Pick up and Drop off)</u> *Fees not included in scholarship 5 days a week/\$125 monthly (\$75 one-way) 4 days a week/\$100 monthly (\$65 one-way)	
Transportation Needs (Pick up and Drop off) *Fees not included in scholarship  5 days a week/\$125 monthly (\$75 one-way)  4 days a week/\$100 monthly (\$65 one-way)  3 days a week/\$75 monthly (\$45 one-way)	
Transportation Needs (Pick up and Drop off) *Fees not included in scholarship 5 days a week/\$125 monthly (\$75 one-way) 4 days a week/\$100 monthly (\$65 one-way) 3 days a week/\$75 monthly (\$45 one-way) 2 days a week/\$50 monthly (\$35 one-way)	
Transportation Needs (Pick up and Drop off) *Fees not included in scholarship  5 days a week/\$125 monthly (\$75 one-way)  4 days a week/\$100 monthly (\$65 one-way)  3 days a week/\$75 monthly (\$45 one-way)  2 days a week/\$50 monthly (\$35 one-way)  1 day a week/\$25 monthly (\$15 one-way)	_
Fransportation Needs (Pick up and Drop off) *Fees not included in scholarship 5 days a week/\$125 monthly (\$75 one-way) 4 days a week/\$100 monthly (\$65 one-way) 3 days a week/\$75 monthly (\$45 one-way) 2 days a week/\$50 monthly (\$35 one-way) 1 day a week/\$25 monthly (\$15 one-way) NA  order to make sure we are offering the best services possible to our participants we are looking knowing if you would be interested in an extended day option (otherwise known as "Second	~
Transportation Needs (Pick up and Drop off) *Fees not included in scholarship  5 days a week/\$125 monthly (\$75 one-way)  4 days a week/\$100 monthly (\$65 one-way)  3 days a week/\$75 monthly (\$45 one-way)  2 days a week/\$50 monthly (\$35 one-way)  1 day a week/\$25 monthly (\$15 one-way)  NA  order to make sure we are offering the best services possible to our participants we are looking knowing if you would be interested in an extended day option (otherwise known as "Second 10-6:00) if it was offered for an additional fee?	_

### **Payment Plan**

Unless paying in full, all payments will be made through Automatic Check Handling "ACH". Jewish Family Service will draw from your ACH account at the beginning of each month.

#### AUTOMATIC CHECK HANDLING AUTHORIZATION

I authorize Celebration Company to withdraw yearly, bi-annual or monthly funds for the participant listed in Section I above. Please attach a voided check to this document.

Name:
Routing Number:
Account Number:
Signature of Account Holder:
Date:

#### Fees and Scholarship Form

Jewish Family Service/ d.b.a. Celebration
Company

#### **Scholarship Information**

Scholarships are available for those who qualify. Jewish Family Service utilizes a third-party company, FACTS Grant & Aid Assessment Program, in determining financial aid. The confidential financial aid application process is completed entirely online. We understand that the participants of Celebration Company may not have the financial means themselves to support their desire to be a part of the program. Therefore, we are asking that the person who is designating themselves as the "Guarantor" to please provide their financial information. Please be assured that this process is entirely confidential, and that the information is kept in strict confidence by the JFS. A family's financial situation is known only by the Scholarship Committee.

Families applying for financial aid will need to complete an application and submit the necessary supporting documentation to FACTS Grant & Aid Assessment by **the deadline stated by the CC Director.** Applicants can apply online by clicking the FACTS link at <a href="https://www.alexanderjfs.org/forms/celebration-company-enrollment-contract">https://www.alexanderjfs.org/forms/celebration-company-enrollment-contract</a> Once an online application has been completed, the following information will need to be sent to FACTS to complete the application process:

- Copies of your most recent Federal tax forms including all supporting tax schedules.
- Copies of your recent W-2 forms for both you and your spouse.
- Copies of supporting documentation for Social Security Income, Welfare, Child Support, Food Stamps, Workers' Compensation, and TANF.

All supporting documentation can be uploaded in pdf format online.

Documentation can also be faxed to 866-315-9264 or mailed to the address below. **Please be sure to include the applicant ID on all faxed or mailed correspondence.** 

**FACTS Grant & Aid Assessment** 

P.O. Box 82524

Lincoln, NE 68501-2524

If you have questions or concerns about the application process, you may speak with a FACTS Customer Care Representative at 866-441-4637.

## **Copyright Assignment Agreement**

This Copyright Assignment Agreement ("Agreement") is made effective between Alexander Jewish Family Service, a Texas nonprofit entity, d/b/a the Celebration Company (the "Celebration Company", "we", "our" or "us"), and Celebration Company Participant (Artist/You). You understand that, in addition to all monetary compensation or services provided by Celebration Company to you in exchange for your employment and relationship to the Celebration Company, you agree to the following terms and conditions of this Agreement:

- 1. You agree to assign, and hereby assign, to Celebration Company all your rights, title, and interests in all writings, drawings, ideas, and other work product of any nature, that are created, prepared, produced, or conceived by you individually or jointly with others in collaboration with Celebration Company ("Work Product"), any and all intellectual property rights in all jurisdictions related to the Work Product ("Intellectual Property Rights").
- 2. You acknowledge that the Work Product is considered "work made for hire" as defined in the U.S. Copyright Act of 1976, and such copyrights are owned by Celebration Company. To the extent that this provision does not apply, you irrevocably assign and hereby assign to the Celebration all of your rights, title, and interest in and to all Work Product and Intellectual Property Rights.
- 3. You agree to waive, and hereby waive, all moral rights or proprietary rights in or to any Work Product and Intellectual Property Rights and, to the extent that such rights may not be waived, agree not to assert such rights against Celebration Company or any of its customers.
- 4. During and after your relationship with Celebration Company, you agree to assist with the execution of any documents and cooperate with any other requests which we may deem necessary for securing or maintaining our rights in the Work Product and Intellectual Property Rights, all without further compensation to the Artist. If you do not cooperate with our requests, you hereby irrevocably grant to Celebration Company power of attorney to execute and deliver any documents, or do lawfully permitted actions, on your behalf solely to transfer, secure, issue or maintain our rights and interests in the Work Product and Intellectual Property Rights.
- 5. You also consent to any and all uses and displays by Celebration Company, or any of its customers, of your name, voice, likeness, image, appearance, and biographical information in connection with any pictures, artwork, prints, audio, video, digital images, websites, television programs, and advertising materials related to the Work Product and/or Intellectual Property Rights.

- 6. You agree that any dispute, controversy, or claim arising out of or related in any way to your relationship with Celebration Company, including but not limited to claims arising under or related to this Agreement or any breach of this Agreement, and any alleged violation of any federal, state, or local statute, regulation, common law, or public policy, will be submitted to and decided by final binding arbitration in Harris County, Houston, Texas. You hereby waive all rights to have your disputes heard or decided by a jury or in a court trial and the right to pursue any class or representative claims against Celebration Company in court, arbitration, or any other proceeding.
- 7. This Agreement, for all purposes, will be construed in accordance with the laws of Texas. This Agreement contains all the understandings and representations between the Artist and Celebration Company relating to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements and communications. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may not be amended except by a writing signed by each of the Parties hereto. No waiver by the Artist or Celebration Company of any breach by the other party of any terms or conditions of this Agreement to be performed will be deemed a waiver of any similar or dissimilar term or condition. If any part of this Agreement is invalid, illegal, or unenforceable in any jurisdiction it will not affect any other part of this Agreement or invalidate or render unenforceable such part in any other jurisdiction.

Date	_
Participant Name	
The Parties have executed this Agree	ement as of the date listed above.
Artist/Guardian Name	
Artist/Guardian Signature	

## **Profit Share Agreement**

I agree to participate in the Tuition Discount Program. I have read and understand the policy and how profit shares will be distributed. I have read the requirements provided and agree to abide by them to maintain my participation in the Tuition Discount Program. I am aware that I can become ineligible for the program if all requirements are not met.

**Program Requirements:** 

- All participants will need to be enrolled in Celebration Company for a full year
- All participants must be employees of Alexander JFS
- Each family needs to log a minimum of 8 hours of volunteering for Celebration Company

Celebration Company Employee Name	
Signatory Name (if different that CC employee's name)	
Signature	





**RELEASE OF INFORMATION** 

4131 S. Braeswood, Houston, TX 77025 Phone: 713-667-9336 Fax: 713-667-3619

CLIENT INFORMATION:			
Client Name		Client Date of Birth	
Davant/Lagal Counties Name (if applicable)		Parent/Legal Guardian Date of Birth	
Parent/Legal Guardian Name (if applicable)		Parent/Legal Guardian Date of Birth	
Address	Zip Code	Client Credible ID	
INFORMATION TO BE RELEASED TO/ FROM:	<u> </u>		
Name			
Trustic .			
Relationship			
External Provider Immediate Family Friend Ot	her:		
Address (include city and state)		Zip Code	
radiess (include city and state)			
Email		Fax Number	
Specific Information to be released			
		7	
Complete Record Family History Clinical A	ssessment	Vocational Evaluation	
		7- ///-	
Progress Note Closing Summary Treatme	nt Plan	Resume/Job Search	
Other:			
Specific Purpose for which information is required			
Continuity of Care Legal Job Search Ed	ucation Fin	ancial Aid Medicine Management	
Other:			
Other.			
<u> </u>			
This document shall remain in effect for one year from date of signature			
undersigned at any time except to the extent that action has already undersigned is aware that material released by Jewish Family Service may			
This form applies to all emancipated minors, and must be signed by that m		· · · · · · · · · · · · · · · · · · ·	

Jewish Family Service is not responsible for confidential information which is passed on to any party not named in this release.

I authorize the release of information to	Client/Parent/Legal Guardian Signature	Date
Jewish Family Service ,4131 South Braeswood,		
Houston, TX 77025 713-667-9336		
I authorize Jewish Family Service	Client/Parent/Legal Guardian Signature	Date
4131 South Braeswood, Houston, TX 77025		
713-667-9336 to release information to the		
above named institution(s) or individual(s)		
Witness Signature	Title	Date

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the organization for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the organization, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the organization for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE ORGANIZATION FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE ORGANIZATION, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the organization, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the organization, without respect to location.
- 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the organization premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the organization whether caused by the negligence of the releasees or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the organization and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the organization.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITYAGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE		AVE READ THIS RELEASE I HAVE		READ THIS RELEASE
//		/_	<u> </u>	
date	participant's signature	date	Parent/ Guardian's signature	

#### PRE-EMPLOYMENT IMMUNIZATION FORM

Jewish Family Service / d.b.a. Celebration Company

Name:	
Address:	Phone:
Parent / Guardian Name:	Cell:
Parent's Address:	
Parent's email address:	
To be completed and signed by participa	nt OR parent/guardian
Please attach copies of records or ha	ve this form completed
and signed by your Health	Care Provider
REQUIRED IMMUNIZATIONS:	
Influenza: Texas Public Health Law recommends annually Date	:
Tuberculosis (TB) Test: Texas Public Health Law requires for 2 consection: Year 1:/ Year 2:/	•
Covid Vaccine: First Dose:/ Second Dose:	/
Other: Specify	
RECOMMENDED IMMUNIZATIONS:	
Tetanus, Diphtheria, Pertussis vaccine: Recommended by Texas Pub	lic Health Law Date/
Chicken Pox vaccine: Recommended by Texas Public Health Law	Date/
Name:	_
Signature:	Date/
Witness:	
CC Staff:	
Physician Signature (if documentation is not attached):	