

Poarch Creek Indians Education  
Summer Tutoring Program  
Enrollment Form 2017

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

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ Apt#: \_\_\_\_\_

Parent/Guardian Name(s): \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Parent/Guardian Cell Number: \_\_\_\_\_

Tribal Roll Member - Roll Number: \_\_\_\_\_

1<sup>st</sup> Generation Descent -Parent's Roll Number: \_\_\_\_\_

2<sup>nd</sup> Generation Descent -Grandparent's Roll Number: \_\_\_\_\_

Last School attended: \_\_\_\_\_ Last grade completed: \_\_\_\_\_

Subject(s) student needs tutoring in: \_\_\_\_\_

Contact/Pick-Up List

1. Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_

2. Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_

3. Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Work/Cell Phone: \_\_\_\_\_ Relationship to Child: \_\_\_\_\_

**Note: The information that you provide us will be kept confidential.**

# Tutoring Questionnaire:

Does your child have any medical conditions, physical disabilities, allergies, etc.?

( ) Yes ( ) No

If you responded with yes, please explain:

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Is your child currently taking any medications? ( ) Yes ( ) No

If yes, what kind: \_\_\_\_\_

***Does your child have any Learning disabilities, documented IEP's or 504 plans, etc.?***

( ) Yes ( ) No

If you responded with yes, please explain:

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***Would you like more information about getting your child tested for a learning disability?***

( ) Yes ( ) No

Has your child ever been held back a grade?

( ) Yes ( ) No

If you responded with yes, please explain:

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Please explain the reason(s) you would like for your child to participate in summer tutoring:

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## POARCH BAND OF CREEK INDIANS PHOTOGRAPH/VIDEO CONSENT AND RELEASE

The undersigned hereby acknowledges and agrees that the participation in this activity or event is fully voluntary and gives express consent to have his/her image, likeness and sound of his/her voice to be recorded (video, still photography, and/or audio) by the appointed staff and/or agent of the Poarch Band of Creek Indians (“Tribe”) or its designated department and/or entity during the participation. The undersigned authorizes the Poarch Band of Creek Indians to use and reproduce, and to crop or alter at its discretion, photographs, audio and/or video of the undersigned in any publication, multimedia production, display, advertisement, commercial, world-wide web publication, or other form of media. The undersigned agrees that the Poarch Band of Creek Indians may use the undersigned’s name, likeness, and/or biographical information supplied by the undersigned in connection with such use.

By signing this form the undersigned acknowledges that he/she has completely read and fully understands this release and agrees to be bound herein. The undersigned hereby releases any and all claims against the Tribe with regard to the Tribe’s utilizing the photographs, audio and/or video recordings of the undersigned. The undersigned acknowledges and agrees that the use of these images and/or audio recordings in any publication by the Tribe confers no rights of ownership whatsoever, and agrees not to make any monetary or other claim against the Tribe for the use of the photograph(s), audio and/or video(s). The undersigned also waives any right to royalties or other compensation arising or related to the use of his/her image, audio and/or video recording.

The undersigned further releases and holds harmless the Tribe and its officers, employees and/or legal representatives from any and all liability for any claims by the undersigned or any third party arising out of, relating to, or in connection with this participation.

### Accepted and Agreed:

Name: \_\_\_\_\_  
(Print)

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

Signature: \_\_\_\_\_  
(Signature of Guardian if under 19 years of age)

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

Witness: \_\_\_\_\_

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

## **RELEASE AND WAIVER OF LIABILITY**

I, for myself, my heirs and assigns, and as parent or legal guardian of the below referenced minor, do hereby agree as follows:

I agree that my minor child, \_\_\_\_\_, (hereinafter referred to as "the Child") is allowed to be transported in a vehicle owned by the Poarch Band of Creek Indians to participate in activities sponsored by tribal departments and instrumentalities including Education, Cultural, Recreation, Boys and Girls Club, and/or Archives/Records Management. I recognize and acknowledge that there are certain risks associated with transportation and travel over public highways including, but not limited to: collisions with other vehicles, collisions with stationary objects, mechanical failure, and accidents that may result in serious injury or death. I accept the risks associated with this travel and assume all such risks of my child being transported.

I understand and agree that the Child is required to remain properly seated and wear a seat belt, where available, while being transported to/from any Tribe sanctioned activity. I also understand and agree that the Child will follow the instruction of any counselor, teacher or chaperone associated with Tribe sanctioned activities.

**IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN TRIBE ACTIVITIES, I HEREBY AGREE TO THE FOLLOWING:**

1. I hereby release, waive, discharge and covenant not to institute any claim and/or prosecute any lawsuit against the Poarch Band of Creek Indians, a federally recognized Indian Tribe, its departments including Education, Cultural, Recreation and Archives/Records Management, or the Boys and Girls Club, an instrumentality of the Poarch Band of Creek Indians (hereinafter, collectively known as the "Tribe"), its agents, officials, employees, departments, enterprises, instrumentalities or entities, from any and all claims, costs, liabilities, expenses and judgments whatsoever, including attorneys' fees and court costs, arising out of, relating to, or in connection with any loss or damage, lost or stolen property, and any claim or demands therefore on account of injury to the person and/or property or resulting in the death of the Child, whether caused by the negligence of the Tribe or otherwise, arising out of, relating to, or in connection with the presence of the Child while traveling to/from or participating in any Tribe sanctioned activity.
2. I hereby agree to indemnify and hold harmless and defend the Tribe, its respective agents, officials, employees, departments, enterprises, or entities from any loss, liability, damage or cost the Tribe may incur arising out of, relating to, or in connection with the Child's presence while he/she is being transported to/from or participating in any Tribe sanctioned activity.
3. I hereby assume full responsibility for and risk of any and all bodily injury, death or property damage arising out of, relating to, or in connection with the Child's presence while he/she is being transported to/from or participating in any Tribe sanctioned activity.

I further expressly agree that nothing in this RELEASE AND WAIVER is to be construed as a waiver by the Tribe of sovereign immunity from suit, or as consent by the Tribe to the bringing of any action against the Tribe, its agents, officials, employees, departments, enterprises, instrumentalities or entities in any court of competent jurisdiction.

I further expressly agree that the foregoing RELEASE AND WAIVER shall be subject to and governed by the laws of the Poarch Band of Creek Indians and that the Tribal Court of the Poarch Band of Creek Indians shall have original and exclusive jurisdiction over all actions pertaining to or arising out of this Release Agreement. Nothing contained in this Release Agreement or any related documents shall be construed or deemed to provide recourse against any tribal governmental assets or any other assets belonging to the Tribe.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY, and further agree that no representations, statements or inducements apart from the foregoing written statement have been made.

\_\_\_\_\_  
(Printed Name of Parent/Legal Guardian)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

#### PARTICIPATION OF MINOR CHILD

I, the undersigned, as parent or legal guardian of the minor Child listed below who is participating in a Tribe sanctioned activity, hereby knowingly and voluntarily execute this liability release and waiver with the intent of affirming and making effective all representations made herein by me. I have fully informed myself of the contents of this liability release and waiver, fully understand the terms contained therein, am aware of the legal consequences of signing the release and waiver, and consent to the same and on behalf of myself as well as in my authority as the parent or guardian of the above-named Child.

\_\_\_\_\_  
(Print Name of Minor Child)

\_\_\_\_\_  
(Signature of Parent or Legal Guardian)

\_\_\_\_\_  
Date