



Providing Arts-In-Medicine Programs for Children Coping with Serious Illness.  
Helping children **RECORD, TELL and OWN** their story of courage.

### **Consent and Liability to Participate**

The program is part of BOC's mission to assist children coping with serious illness, their families, and the clinicians who care for them, to honor loved ones, and provide opportunities to engage in the arts. Since the beginning of human history, beads have been transformed into material representations of emotions, physical connections, thoughts, and desires. These workshops, developed and implemented by BOC and refined over the years, provide opportunities for participants to experience the important reflective work that the art form of beads and art in general can facilitate. From research, we know that engaging in art experiences can promote relaxation of the mind and body, distraction from stressors, feelings of accomplishment, self-confidence, recognition and release of emotions, creativity, and provide new coping strategies.

I understand that the Program and BOC (and BOC staff and volunteers) do not provide medical or mental health treatment, diagnosis, or therapy.

I understand that any medical or mental health treatment, diagnosis, or therapy must be obtained from licensed professionals, and is not being provided by BOC and its staff or volunteers.

I have been informed about the Program including its purpose, risks, and benefits and understand that participation in the Program is voluntary.

I understand that proper supervision is required to avoid the potential for choking or strangulation, that glass beads are breakable and can be dangerous if not properly handled, and that beads should not be worn while sleeping, in bed, playing, or sedated. I understand the Program is not recommended for children under five (5) years of age or anyone who places objects in their mouth. If my child(ren) is (are) under the age of 5, and I desire to participate in the Program, I agree to collect the beads and if wearing is possible, I will wear them for my child(ren). I am aware of and will explain the following warnings to the Program Participants:

#### **WARNING: CHOKING HAZARD.**

Babies and children can choke on beads or bead strings, resulting in serious injury or death. Children younger than five years old and others who require supervision should only hold or wear beads or bead strings with proper supervision. Never use beads or bead strings in an unsafe manner. For example, never wear or use in bed, while playing, sleeping, or when sedated.

**HANDLE CAREFULLY** - Glass beads are breakable and can be dangerous if not properly handled.  
Do not use any broken, cracked or chipped beads.

#### **ACCEPTANCE OF RESPONSIBILITY AND RELEASE OF LIABILITY**

In consideration for participating in the Program:

1. I acknowledge that the beads and bead strings can be dangerous if swallowed, wrapped around the throat or otherwise interfere with breathing. Therefore, the use of the beads and bead strings requires caution and proper supervision, especially when used by children or anyone who places objects in their mouth. I acknowledge that BOC will not physically be present and is not responsible for supervising use of the beads and bead strings. I agree that I and the other Program Participants (and the guardians and caregivers of minors) are solely responsible for ensuring that the beads and bead strings are used in a safe manner with proper supervision.

2. I acknowledge that the beads are made by bead makers who are not affiliated or associated with BOC. BOC is not a manufacturer of the beads, nor does it test the beads for potential harm. BOC only buys beads that are certified by the vendor as meeting the lead and cadmium content limitations of both U.S. federal and California law for children's products and jewelry. Before shipping glass beads to the User, BOC inspects them for obvious breakage and only ships beads that appear to be unbroken. However, some of the beads are glass (including handmade glass) and therefore are subject to breaking during or after shipment and should be inspected and handled carefully by you and the Program Participants.

3. I do (on behalf of the Program Participant(s), myself, my children, my heirs, and assigns) hereby release, forever discharge, and agree to indemnify and hold harmless BOC, and each of BOC's directors, officers, agents, employees and volunteers ("BOC Indemnified Parties") for, from and against any and all liability, claims, damages, or losses (including reasonable attorney's fees) related to personal injury (including death) or property damage of any nature resulting use of the beads and bead strings or participation in the Program by any Program Participant or anyone else that obtains the beads or bead strings from a Program Participant.

4. BOC makes no warranty, express or implied, whatsoever, with respect to the beads, including, without limitation, the merchantability of products or their fitness for any particular purpose, and in no event shall any BOC Indemnified Parties be liable for any damages of any kind (including but not limited to special, indirect, consequential, incidental or punitive damages) alleged to have resulted from any claimed breach of warranty.

#### **PRIVACY AND CONFIDENTIALITY**

Because BOC (and BOC staff and volunteers) will not be providing medical or mental health treatment, diagnosis, or therapy, BOC (and BOC staff and volunteers) will not seek and you and the other Program Participants are not required to provide, and you should not provide, any protected health information or other information that you want to keep confidential.



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By providing any information, you and the other Program Participants agree that such information is not confidential, is not protected health information, and is not subject to the Health Insurance Portability and Accountability Act ("HIPAA") and other health information privacy laws.

If you participate in a group session, you acknowledge that BOC does not control any participants in the group and BOC is not responsible for any use or disclosure by any participants of any information disclosed during the Program.

You also acknowledge that, in order to connect participants remotely, the Program utilizes the internet and other technology (e.g., Zoom) developed and maintained by parties other than BOC and that BOC is not responsible for the security of such technology from eavesdropping, hacking or interception.

By participating in the Program, you and the other Program Participants waive any claims of confidentiality.

#### MANDATED REPORTING

Although BOC and its staff/volunteers will not be providing medical or mental health treatment/diagnosis/therapy, if any BOC staff/volunteers are mandated reporters, they may be required to report to applicable governmental authorities if during the Program they become aware of reasonable cause of suspected harm to self or others.

Program participant, if 18 years of age or older, must sign this Consent and Liability Release. If Program Participant is under 18, at least one parent/guardian must sign unless parents are separated or divorced, in which case the custodial parent must sign. Entering our names below and submitting this Consent and Liability Release to BOC electronically serves as our electronic signatures and intent to be bound hereby, shall have the same legal validity and enforceability as a manually executed signature, and the parties hereby waive any objection to the contrary.