

# The Brent Woodall Foundation for Exceptional Children

## WAIVER AND INDEMNITY AGREEMENT

We, \_\_\_\_\_ (parent 1) and \_\_\_\_\_ (parent 2) acknowledge and agree to receive educational training from representatives of the BRENT WOODALL FOUNDATION FOR EXCEPTIONAL CHILDREN (“Indemnitee”), a Texas 501©3 corporation with its principal office located at 7801 Mesquite Bend Dr. Suite 105, Irving, Texas 75063 (the “Company”) pursuant to the following terms:

1. I understand that this Agreement does not create an obligation by the Company or its consultants to work with me or my family on an ongoing basis.
2. I understand that selected representatives from Indemnitee will work with me or designated representatives of my family regarding the training of Applied Behavior Analysis (“ABA”). I recognize that the designated representatives are trained in ABA work, and are NOT TRAINED MEDICAL PHYSICIANS. THEY ARE NOT TRAINED OR LICENSED TO PROVIDE A MEDICAL DIAGNOSIS OF ANY KIND OR TYPE.
3. I and my family shall indemnify, defend, and hold harmless Indemnitee, the subsidiaries and parent corporations of Indemnitee, each director, officer, employee, consultant, and agent of Indemnitee or any of its subsidiaries or parent corporations, and each affiliate of Indemnitee and its subsidiaries and parent corporations, and their respective heirs, legal representatives, successors, and assigns (collectively, the Indemnitee Group”), from and against any and all claims, actions, causes of action, demands, assessments, losses, damages, liabilities, judgments, settlements, penalties, costs, and expenses (including reasonable legal fees and expenses), of any nature whatsoever, whether actual or consequential (collectively, “Damages”), asserted against, resulting to, imposed upon, or incurred by any member of the Indemnitee Group, directly or indirectly, by reason of or resulting from receiving educational training for my child or children.

Any suggestions made to seek other services are simply suggestions. If the client chooses to follow the suggestions, the client assumes full responsibility for all charges and/or damages resulting from services. The client will hold the clinician, and all associated individuals, harmless for any and all obligations, damages, and charges resulting from services rendered by others.

Counseling/therapy is not a “quick fix” or a “cure all.” It may or may not produce desirable results and, for some, may be detrimental. If at any time, you are not satisfied with the progress, approach, or techniques, you are encouraged to address this with the counselor, and you or the counselor may consider if services are still serving your needs at any time. Persistent lack of response to intervention may necessitate termination of treatment and/or referral to another healthcare provider for treatment.

4. This Indemnity Agreement shall insure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of the Indemnitee and the undersigned.
5. This Agreement contains the entire agreement between the parties. No modification or amendment of this Agreement shall be of any force or effect unless made in writing and executed by the parties.
6. This Agreement, and the rights and obligations hereunder, may be assigned by Indemnitee to any of its affiliates at any time without the consent of the undersigned.

7. I agree that exclusive venue and jurisdiction of any dispute arising hereunder shall be in Dallas County, Texas, and that the terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without reference to its choice of law rules.
  
8. Except as expressly set forth herein, all disputes and claims relating to or arising out of this Agreement, including but not limited to all federal and state laws pertaining to the relationship, rights and obligations of the parties hereunder shall be settled totally, finally, and exclusively by binding arbitration in the City of Dallas, Dallas County, Texas, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration. Notice of such claim must be served on the other party within sixty (60) days of its inception to be valid. The decision of the Arbitrator(s) shall be final, and the judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. This agreement to arbitrate shall survive the termination of this Agreement for any reason. The parties further agree that they may use alternate dispute resolution, including mediation, to resolve any differences and disputes between them.

**AGREED TO BY:**

Name/Parent 1 \_\_\_\_\_ Name/Parent 2 \_\_\_\_\_

Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

*Signatures required from both legal parents/guardians. If sole custody, please provide legal documentation.*

**ACKNOWLEDGED BY: BRENT WOODALL FOUNDATION FOR EXCEPTIONAL CHILDREN**

Name \_\_\_\_\_ Title \_\_\_\_\_

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