



Abilities Movement, Inc.

Adapted Fitness/Group Fitness/Adapted Sports/Outdoor Programming

Registration Form:

Participant Name: \_\_\_\_\_ Birthday: \_\_\_\_\_

Address:(Full mailing address)\_\_\_\_\_

Contacts- Home #:\_\_\_\_\_ Cell#:\_\_\_\_\_

Email: \_\_\_\_\_ Participant Preferred Pronouns: \_\_\_\_\_

Emergency Contact Name and Phone Number:\_\_\_\_\_

Preferred Contact for Program, Billing, and Registration Information (name, email, phone number):

\_\_\_\_\_

Program Registration: Please indicate what programs you would be registering for or interested in.

\_\_\_\_\_

Participant Survey: Please complete this form to the best of your abilities once a year to be used for developing the best program plan around each participant.

1. Documented Disability:\_\_\_\_\_

2. Areas of Interest/Dislikes:\_\_\_\_\_

Communication:  Verbal  Non Verbal, communication used:\_\_\_\_\_

3. Level of Mobility: Please check one  Ambulatory  Ambulatory / Assistive Devices
 Manual/Power Wheelchair (Self-Propelled)  Wheelchair (Assistance Needed)

4. Level of Support Needed: check one:  Independent  Independent/Some Assistance  1 on 1 Support Needed

If 1 on 1 support needed, please describe level of support:\_\_\_\_\_

5. Allergies/Dietary Restrictions:\_\_\_\_\_

6. Other Special Considerations:\_\_\_\_\_

7. Photos  Yes  No (Please see Photo Release form on page 8)

Personal and Confidential. Please return to: Abilities Movement, 144 Fairport Village Landing, # 332, Fairport, NY 14450 (585) 690-4408



## Signatures and Acknowledgements

- I have received, read, and agree to the terms of the Service Agreement, dated 7/1/23.
- I have received, read, and agree to the Terms and Conditions, dated 7/1/23.
- I have received, read, and agree to the Liability Waiver Statement, dated 7/1/23.

**Please check or circle one option. Please note your choice on the first page of the Registration Form.**

- Photo release: I give Abilities Movement or their representatives and agents permission to use any photos taken at events for advertising purposes.
- I DO NOT give Abilities Movement or their representatives and agents permission to use any photos taken at events for advertising purposes.

### Self-Directed Information

If community classes are being submitted through a self-directed budget, please provide the information below. You must state this when enrolling in AM classes.

Broker Name: \_\_\_\_\_ Financial Intermediary Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

All notices, requests, demands or other communications required or permitted by the terms of the Agreement will be given by US Mail and email to the client and Parent/ Guardian and the Service Provider, as follows

**(please provide your mailing address):**

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

Abilities Movement  
 144 Fairport Village Landing, #332  
 Fairport, NY 14450  
[info@abilitiesmovement.org](mailto:info@abilitiesmovement.org)  
 (585) 690-4408

### Agreement

I agree and attest that the above information is accurate to the best of my knowledge. I agree to contact Abilities Movement, Inc. in the event any of this information changes.

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Guardian Signature, If under 18)

Personal and Confidential. Please return to: Abilities Movement, 144 Fairport Village Landing, # 332, Fairport, NY 14450 (585) 690-4408



## SERVICE AGREEMENT

**The following are the terms and conditions that both the service provider and the client will agree upon. The Service Agreement is subject to the items outlined in Abilities Movement Terms and Conditions 7/1/23.**

### **Services Provided**

1. The Parent or Guardian of Client hereby agrees to hire Abilities Movement to provide the Client with services (the “services”) consisting of: Adapted Fitness, Adapted Group Fitness Classes, Adapted Sports Classes, and Adapted Outdoor Programming (see class descriptions).
2. The Services will also include any other tasks which both Abilities Movement and the Client may agree on. AM hereby agrees to provide such services to the Client.

### **Term of Agreement**

3. The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full effect until the completion of the Services, subject to earlier termination upon the request of the client. The Term of this Agreement may be extended by mutual written agreement of the Parties.

### **Dates of Service and Financial Responsibility**

4. Services to be provided as follows: Adapted Fitness Classes or Adapted Group Fitness Classes provided on a weekly or monthly schedule as agreed upon by Client and Provider. Adapted Sports Classes and Adapted Outdoor Programming will be provided as outlined in the course descriptions on the Abilities Movement website: <https://abilitiesmovement.org/>.

### **Compensation**

5. For the services rendered by AM as required by this Agreement, the Client will provide compensation (the “Compensation”) to the Service Provider of **\$80.00 per 50 minute session or \$40 for a 25 minute session for Adapted Fitness Classes. For Adapted Group Fitness Class, Adapted Sports Classes, and Outdoor Programming, compensation will be equal to the amount listed in the posted course description. Refunds will not be given for classes not attended in a session. There is no fee for free classes.**

### **Modification of Agreement**

6. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Assignment**

9. Abilities Movement will not voluntarily or by operation of law assign or transfer its obligations under this Agreement without the prior written consent of the Parent or Guardian of Client.

## **Adapted Fitness Training Terms and Conditions – 7/1/2023**

### **Adapted Fitness Sessions**

1. A single session lasts for 50 minutes. Sessions may be carried out in clients' homes, schools, or within the community (e.g. a trip to the park or community fitness center).
2. Double sessions are one hour and forty minutes in length. Half sessions last 25 minutes.
3. Sessions may be used for assessment, observation, or fitness according to the client's wishes and the Adapted Fitness Trainer's judgement of what would be beneficial.

Personal and Confidential. Please return to: Abilities Movement, 144 Fairport Village Landing, # 332,  
Fairport, NY 14450 (585) 690-4408



### **Adapted Fitness Session Fees**

4. Single sessions are charged at the rate outlined in the signed Service Agreement. Time spent planning and preparing before sessions and writing up notes after sessions is included in this price.
5. Every 3 months of ongoing Fitness Sessions will include one session for assessment, goal creating, and program modification with the client. This session will be equal to the length of a typical client session and will be billed at the same rate.
6. Fees are subject to annual increases to reflect the cost of living. Existing clients will be given 6 weeks' notice of any changes in fees. Fee changes do not affect sessions which have already been invoiced.

### **Group Fitness Sessions, Adapted Sports Classes, Outdoor Programming Classes**

7. Sessions are billed individually and are calculated according to the number of classes per session.
8. Sessions may be used for assessment, observation, or game play according to the coach's judgement of what would be beneficial.

### **Group Fitness Sessions, Adapted Sports Classes, Outdoor Programming Class Fees**

9. Sessions are charged at the rate outlined in the signed Service Agreement and listed on the course descriptions.
10. Sessions are paid for in full and are not prorated for any missed classes that are due to a participant not attending.
11. Service Provider will make all reasonable attempts to provide classes at all scheduled times. If the Service Provider cancels a class, the class may be rescheduled. Parent or Guardian of Client will be notified as soon as possible of any need for cancellation and the reschedule date. Clients will not be billed for any sessions that are cancelled by AM and not rescheduled by the Coach.
12. Fees are subject to annual increases to reflect the cost of living. Existing clients will be given 4 weeks notice of any changes in fees. Fee changes do not affect sessions which have already been invoiced.

### **Payment**

13. Invoices will be provided to the financially responsible party listed on the Service Agreement at the end of each calendar month for Adapted Fitness Sessions and at the start of sessions for Group Fitness Sessions, Adapted Sports Classes, Outdoor Programming Classes.
14. Payment for invoices is required within 30 days of the date of the invoice.
15. Payment is accepted by cash, check, credit card, or bank transfer. Bank transfers and credit card payments may be made through our secure payment portal and must use the invoice number as the reference for the payment. The secure payment portal is accessible through the "Pay Now" link in the emailed invoice.
16. Check payments may be made via US Mail to: Abilities Movement, Inc., Fairport Village Landing, #332, Fairport, NY 14450. Please note that this is a mailing address, not an office location.
17. If payment is to be made through a Self-Directed Plan or other funding source (grant, scholarship, gift), the Client must inform Abilities Movement in writing with the complete contact information (agency, name, mailing address, email address, phone number) for billing, prior to the start of services.
18. **The client and parent/guardian will be responsible to assure there are funds approved/available in the Self-Directed Plan or other funding source budget for services. The client and parent/guardian will be required to pay for services directly if the funding source payment is refused for any reason or if payment is more than 8 weeks late.**
19. All invoice, payment, and receipt email correspondence with a funding source (Self-Direction Fiscal Intermediary, grant, scholarship, gift) will include a copy sent to the client-provided client email address.

### **Non-Payment**

Failure to settle invoices within the timescales detailed above will result in the following process:

20. The bill-payer will be contacted with a friendly telephone call to remind him/her that payment is due. At this time payment is

Personal and Confidential. Please return to: Abilities Movement, 144 Fairport Village Landing, # 332,  
Fairport, NY 14450 (585) 690-4408



- expected or a payment plan that is agreed upon by both the Client and the provider will be created, signed, and implemented.
21. If payment or an agreed-upon payment plan is not received within 7 days of the date of this phone call, a letter will be sent to the bill-payer reminding him/her that payment is due, indicating a debt collector will be involved if payment is not received within 7 days of the date of the letter. Sessions will be stopped as of the date of this letter.
  22. If payment is not received within 7 days of the date of the letter, then the non-payment will be referred to a debt collection service.
  23. Abilities Movement encourages all Clients to reach out to us to make a payment plan if there is a challenge in paying.

#### **Adapted Fitness Session Cancellations**

24. Cancellation by the Trainer.

Service Provider will make all reasonable attempts to provide services at all scheduled times. If the Service Provider cancels an appointment, the session can be rescheduled at a date and time which is convenient for the client and the service provider. Parent or Guardian of Client will be notified as soon as possible of any need for Service Provider to cancel. Clients will not be billed for any sessions that are cancelled and not rescheduled by the provider.
25. Cancellation by the client before the day of the appointment.

Client and Parent/Guardian agree to give 24 hours-notice of the need to cancel a scheduled performance of services. Any cancellation should be made at least 24 hours in advance unless it is an emergency or a session will be charged to the client. It shall be the decision of AM (on a case-by-case basis) to charge for “no shows” (no formal advance notice), for Clients who constantly cancel without notice or who are repeatedly late for appointments.

  - A. **There shall be no charge for the first no-show or late cancellation by the client of a scheduled service in a six-month period. There will be an allowance of one unpaid, cancelled, scheduled service per six months of each calendar year. Any additional late cancel/missed appointment during that six-month period will be billed directly to the client for the fee for the missed session. These missed sessions will be paid by the Client and may not be billed through Self-Direction. The Client will have 30 days to pay the bill for missed appointments.**
  - B. **Clients are responsible for all payments that are not covered by a funding source due to no-show or late cancellation.**
  - C. Client scheduled session days and times cannot be held for Clients on extended vacation. Clients who schedule time off from services lasting longer than two calendar weeks may lose their standing appointment and may have to be placed on a waiting list to begin services again.
  - D. Clients arriving late will receive the remaining scheduled session time unless other arrangements have been previously made with the Service Provider. The session will be billed at the rate equal to the scheduled session.
  - E. The following constitutes failure to attend an appointment:
    - a. The Service Provider arrives at the client's home for an appointment, but the client is not at home or will not participate.
    - b. The Service Provider attends a session in a community session and the client does not attend.
26. Cancellation by the Trainer

A. Service Provider will make all reasonable attempts to provide services at all scheduled times. If the Service Provider cancels an appointment, the session can be rescheduled at a date and time which is convenient for the client and the service provider. Parent or Guardian of Client will be notified as soon as possible of any need for Service Provider to cancel. Clients will not be billed for any sessions that are cancelled and not rescheduled by the provider.
27. Holidays - Services will not be provided on the following federal holidays: New Year's Day (January 1), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving Day and the day after (Fourth Thursday and Friday in November), Christmas Day (December 25).

Personal and Confidential. Please return to: Abilities Movement, 144 Fairport Village Landing, # 332,  
Fairport, NY 14450 (585) 690-4408



### **Incidents/Accidents/Safety**

- B. Abilities Movement makes every effort to assure the safety of Clients. Parents/Guardians will be notified of any incidents or accidents which may occur and will be provided with a copy of the AM incident report completed relative to the situation.
- C. Clients agree to follow all guidelines for health and safety, including Covid avoidance protocols, which will change according to guidance from local health authorities.

### **Communication**

- D. Clients will update AM with any changes to mail, email, phone numbers, or financially responsible contact information.
- E. The client and our parent/guardians will allow Abilities Movement to communicate with the individual's Service Coordinator and other team members that will be useful for providing our service. AM will have access to the client's information that include past goals, IFSP, and other information relevant to AM serving the client.

### **Modification of Terms of Service**

- F. Any amendment or modification of these Terms and Conditions will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **LIABILITY/WAIVER STATEMENT**

I do hereby agree to hold harmless Abilities Movement, Inc. (AM) and its officers, directors, employees, volunteers and others assisting in the programs administered by Abilities Movement. I fully agree that material aspects of the program have been explained to me and that I fully understand the risks and liabilities of the adapted fitness and recreation programs and solely assume such risks. If parental or guardian confirmation is required by Abilities Movement to participate in any of our programs, I hereby agree to have such person or persons sign such release on my behalf.

I acknowledge that I am signing this waiver to be in effect for one year from the date of the signature. This waiver will cover all recreational programs accessed through Abilities Movement. I hereby hold harmless, release, and forever discharge Abilities Movement, Inc. from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I acknowledge that I am either covered directly or indirectly for hospitalization insurance in the state of New York and this coverage is primary for any injury sustained in this program. I have checked with my medical care provider and have been given permission to engage in Adapted Fitness Training programs.

## **Programs and Classes Photo Release 7/1/23**

Abilities Movement, Inc. (AM) engages in marketing efforts to promote community connections and awareness, in order to provide our services, obtain funding through grants, provide additional services to the community. Participants can help in these efforts by agreeing to the use of photos and videos for the purpose of sharing AM's services with the community.

I hereby grant the Abilities Movement, Inc. permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. This Photo Release form will be in effect for one calendar year from the date of signature.

I understand and agree that all photos will become the property of Abilities Movement, Inc. and will not be returned. I hereby irrevocably authorize Abilities Movement, Inc. to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

Personal and Confidential. Please return to: Abilities Movement, 144 Fairport Village Landing, # 332,  
Fairport, NY 14450 (585) 690-4408