Dear Participant,

Thank you for registering for the 2019 summer math program. Mathworks is a center for innovation in mathematics education. Our mission is to research and develop model programs and self-sustaining learning communities that engage students from all backgrounds in doing mathematics at a high level.

This document contains the liability, medical, and photo release forms along with the research consent forms. **Please fill out, sign and return to us via:**

- Email: Mathworks@txstate.edu
- Fax: 512-245-1469
- Mail: Mathworks, 601 University Drive, ASBS 110, San Marcos, TX 78666

Our goal is to ensure you have a safe and fun camp experience. In the event a participant requires medical treatment; your emergency contact will be notified immediately and the participant will be transported to the student Health Center at Texas State or to a medical facility. Please be advised that the cost of such services is sole responsibility of the participant or parent/guardian if the participant is a minor.

We are looking forward to a wonderful summer of learning mathematics. If you have any questions about the forms, or camp in general, please do not hesitate to contact me.

Sincerely,
Max Warshauer, Director
Texas State University – Mathworks
512-245-3439
Mathworks@txstate.edu
Texas State University - Mathworks Summer Math Camp
Medical Information (optional)

Participant Information

LAST NAME: __________________________ FIRST NAME: __________________________

GENDER: MALE □ FEMALE □

DATE OF BIRTH (MM/DD/YYYY): __________________________

Please provide any information to support the well-being of the participant (please circle appropriate responses).

1. Any drug allergies? YES NO
   If YES, please list:

2. Any allergies to foods, materials, or other? YES NO
   If YES, please list:

3. Please list any prescription medications that you or your child (if the participant is a minor) routinely take:

4. Please list any additional medical information we should be aware of:
Photograph Release and Indemnity

**Releasees:** The Texas State University System Board of Regents, Texas State University, their administrators, employees, representatives and agents. (Texas State)

**Consent:** For good and valuable consideration, I hereby grant to Texas State full and complete rights to the use of my child’s image (still photograph or video), with or without the use of my child’s name, in print and electronic publications or productions promoting Texas State, Texas State University System, its colleges and/or programs. This release is given without charge to or any remuneration from Texas State.

I authorize Texas State to (a) record my child’s likeness and voice on a video, audio, photographic, digital, electronic or any other medium; and (b) Use my child's name in connection with these recordings. I hereby irrevocably assign, transfer, release and convey to Texas State, in perpetuity, throughout the universe, a nonexclusive and royalty-free license to use the recordings above, as well as all intellectual property rights embodied in or pertaining to any of the foregoing and the complete right to exploit or otherwise use those recordings, in any form of medium, expression or technology now known or hereafter known or developed.

I waive the right to inspect or approve any reproduction of my child’s physical likeness or voice or my child’s voice recording, and I release and discharge Texas State and Board of Regents, officers, agents and employees from all claims in connection with the use of my child’s physical likeness, voice, and name.

I further acknowledge that my child’s participation is voluntary and that I nor my child will not receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other University publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever. I understand that all recordings, in whatever medium, shall remain the property of Texas State.

**Release:** I hereby release and hold Texas State free and harmless from any claims of copyright, libel, slander, invasion or violation of privacy or other similar rights that I may hold or assert. I release Texas State and those acting pursuant to its authority from any and all liability for any violation of any personal, intellectual or proprietary right I may have in connection with such use by Texas State. I intend this Release also to bind the members of my family, my heirs, assigns and personal representatives. This release includes all claims, whether or not caused by Texas State’s negligence.

**Indemnity:** I also agree to indemnify and hold Texas State harmless from any loss, damage, liability, or costs that they may incur from the university's use of my child’s image, name, or voice.

I understand that all such recordings, in whatever medium, shall remain the property of Texas State. I have read and fully understand the terms of this release.

Name of Child ____________________________________________

Signed this ________________ day of _______________

Signature of Legal Guardian __________________________________

Printed Name _____________________________________________

Revised 9/22/16
Release of Liability, Indemnification and Assumption of the Risk Agreement
(Form for Adults)

Participant Name (Print): ____________________________________________

Organization: ______________________________________________________

Activity: ___________________________________________________________
(Please describe specifically the Activity)

Activity Dates: _____________________________________________________

This is a Release of Liability, Indemnification and Assumption of Risk agreement. Read it carefully and sign below. Completion of this form is required before you participate in the Activity. This document cannot be altered or modified by any verbal or written statements.

Releasees: The “Releasees” in this agreement are, The Texas State University System, Texas State University, and all regents, directors, employees, agents, and officers and volunteers of such entities.

Assumption of Risks: To the best of my knowledge, I am in good health and have no physical limitations that would preclude or impede my participation in the Activity listed above (hereafter Activity). I am aware of the risks, perils and hazards connected with the Activity. I acknowledge that loss of property, personal or bodily injury, or death might result from the Activity and/or the acts of others. I elect to participate voluntarily and engage in the Activity knowing that the Activity may be hazardous to my property and me. I voluntarily and expressly agree and promise that I assume full responsibility for property loss or damage, and for personal injury, including death, that I may sustain as a result of being engaged in the Activity, whether or not based on the negligence or other wrongful conduct of the Releasees.

INDEMNIFICATION: I AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE, OR COSTS OF ANY NATURE WHATSOEVER, WHETHER NOW EXISTING OR HEREAFTER ARISING, INCLUDING WITHOUT LIMITATION, COURT COSTS AND ATTORNEY’S FEES, THAT THE RELEASEES MAY INCUR DUE TO MY PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. FOR EXAMPLE, I SPECIFICALLY AGREE TO INDEMNIFY, PROTECT, DEFEND (ON DEMAND), AND HOLD HARMLESS THE RELEASEES FROM ANY LOSSES THE RELEASEES MAY INCUR AS A RESULT OF MY LOSS OF PROPERTY, MY PERSONAL OR BODILY INJURY OR DEATH, MY INJURING ANOTHER PERSON AND/OR MY DAMAGING ANOTHER PERSON’S PROPERTY WHILE PARTICIPATING IN THE ACTIVITY.

THE INDEMNITY OWED BY ME AS SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES’ OWN NEGLIGENCE.
Release of Liability, Indemnification and Assumption of Risk Agreement, Cont'd

______ Release: In consideration for facilitating my participation in the Activity described above, I release, discharge, and agree not to sue the Releasees for any claims, demands, actions, and causes of action of any nature whatsoever, including without limitation any claims of negligence, arising out of any loss or damage to my property and/or any personal injury or death, that I may sustain, whether or not caused by the negligence of any of the Releasees, while participating in the Activity, whether supervised or unsupervised, or while in transportation to or from the Activity.

THE RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SET FORTH HEREIN IS SPECIFICALLY INTENDED TO INCLUDE CLAIMS CAUSED, OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE RELEASEES' OWN NEGLIGENCE.

______ Intent: I intend that this Activity Release of Liability, Indemnification and Assumption of the Risk Agreement bind not only me, but also the members of my family and my spouse, and my heirs, assigns, and personal representatives. I intend this as a release, discharge, and promise not to sue the Releasees. I further agree that this Release of Liability, Indemnification and Assumption of Risk Agreement should be construed in accordance with the laws of the State of Texas.

______ Free Act: I acknowledge that I have read and understand this Release of Liability, Indemnification and Assumption of the Risk Agreement and understand that it is legally binding. I understand it and sign it voluntarily as my own free act.

I certify that I am of lawful age (18 years or older) and legally competent to sign this Agreement.

_________________________  __________________________
Signature of Participant  Date
Study Title: Mathworks Summer Program
Principal Investigator: Max Warshauer
Co-Investigator/Faculty Advisor: Hiroko Warshauer

Dear Participant:

My name is Max Warshauer and I am a member of the math faculty at Texas State. My Mathworks faculty and I are conducting research about math teaching and learning and I would like to invite you or your child to participate in the study. Camp participants refer to you or your minor child. This form describes my study and what you will be asked to do. Participation is voluntary and you may ask questions or drop out of the study at any time. Please complete the signature page and return. You will be given a copy of this form to keep. This study will help us make our program better and contribute to the field of mathematics education.

Thank you for your help and I hope you will join the study.

Max Warshauer

PURPOSE
This research will help us learn better ways to teach. We will have many fun math problems and games. We want to see how these help your child learn math.

PROCEDURES
This study includes observing participants in their daily class (4 hours) and giving a daily survey (5 - 10 minutes). A 15 to 30-minute interview regarding participants’ experiences at camp may be given during the last few days of camp. We will also study the student’s classwork. If you choose not to join, the participant will remain in their usual class. However, we will not be able to use their work in our study.

RISKS
If you feel nervous about being videotaped, please let us know. We will give surveys to see what you liked best or least about the camp classes. We may interview some participants to see how they work problems. You may stop being in the study at any time and may remain in the program without consequence.
CONFIDENTIALITY
Any identifiable data obtained in this study will remain confidential and we will not use your real name. The results of this study may be used for publicity, teacher training or other, which has a separate Photography Release and Indemnity Form allowing the release of your name. Your name will only be disclosed with your written permission on that form or as required by law. The members of the research team and Texas State officials from the Office of Research and Compliance (ORC) may access the data. The ORC monitors research to protect the rights of all participants. Data will be kept for three years after the study is complete. It will then be destroyed. Videotapes will be used for teacher training, research conferences, and publicity.

BENEFITS
There will be no direct benefit for participating. However, the information gained from this research may help us better understand how students best learn math and how teachers can teach more effectively.

COMPENSATION
None

QUESTIONS
If you have any questions, call or email Max Warshauer at 512-245-3439 or max@txstate.edu.

This project 2017262 as approved by the Texas State IRB on February 13, 2017. Questions should be sent to the IRB Chair, Dr. Denise Gobert 512-245-8351-(dgobert@txstate.edu) or to Monica Gonzales, 512-245-2314, (meg201@txstate.edu).
Check one box and sign below:

Name of Participant (or student): ____________________________________________

☐ I will allow my child to join this study. ☐ I do not want my child to join the study.

Parent Name if Participant is a minor: __________________________________________

Signature of Participant or Parent/Guardian if Participant is a minor: ___________________________ Date: _____

Primary Investigator Name: **Dr. Max Warshauer, Director Mathworks**

Signature of Person Obtaining Consent: ___________________________ Date: 1/1/2019