

# **MINOR PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS & COVENANT**

**\*\*PLEASE INITIAL ON EVERY LINE\*\***

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety.**

- By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in the Boys & Girls Clubs of Saline County Programs, now or any time in the future.
- I, the parent/guardian of the minor child on this application, for ourselves, our heirs, executors and administrators, hereby release, waive, acquit and forever discharge the Boys & Girls Clubs of Saline County, and Boys & Girls Clubs of America, their representatives, successors, insurers, assigns or any other person or entity associated with any of the above organizations such as staff, directors or volunteers, from all liability, claims, demands, or causes of action for any and all loss, damage, injury or death and any claim of damages resulting from use of facilities owned or controlled by the above organizations, or participation in activities of said organizations either at or away from the Club.

## **ACKNOWLEDGMENT OF RISK**

- I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in Boys & Girls Clubs of Saline County activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Boys & Girls Clubs of Saline County participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Boys & Girls Clubs of Saline County participation and that said list in no way limits the operation of this Agreement.

## **CORONAVIRUS / COVID-19 WARNING & DISCLAIMER**

- Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Boys & Girls Clubs of Saline County programs or accessing Boys & Girls Clubs of Saline County facilities could increase the risk of contracting COVID-19.** Boys & Girls Clubs of Saline County in no way warrants that COVID-19 infection will not occur through participation in Boys & Girls Clubs of Saline County programs of accessing Boys & Girls Clubs of Saline County facilities.

## **MEDICAL TREATMENT**

- I give permission to the Boys & Girls Clubs of Saline County to seek emergency medical treatment for my minor child if I cannot be reached. I will be responsible for any costs of medical attention and treatment.

## **SCHOOL INFORMATION**

- I give my permission to the Boys & Girls Clubs of Saline County and area Community schools to exchange information regarding the minor child listed on this application. The purpose of the exchange is to help both organizations do a better job of helping the student be successful in school, the Boys and Girls Club and in life. This release may be revoked at any time by contacting Community Schools or the Boys & Girls Clubs of Saline County in writing.

## **SURVEYS AND QUESTIONNAIRES**

- I, the parent/guardian of the minor child listed on this application, give permission for Boys & Girls Clubs of Saline County to survey my child about his or her Club experience and behaviors, skills and attitudes using Boys

& Girls Clubs of America's Youth Development Outcome Measurement Tool Kit surveys or other survey instruments.

## TECHNOLOGY ACCEPTABLE USE POLICY

- Boys & Girls Clubs of Saline County is committed to providing a safe use of technology and online safety for members, staff and volunteers. The acceptable use policy provides the framework for those safety practices and procedures.

### CLUB MEMBER USAGE

**Under the Acceptable Use policy, the following relevant principles shall apply:**

- **Club devices** shall include any and all Club-owned existing and/or emerging technologies and devices that can take photographs, play and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.
- **Personally owned devices** shall include any and all member-owned existing and/or emerging technologies and devices that can take photographs, play and record audio or video, input text, upload and download content and/or media and transmit or receive messages or images.
- **Club purposes** shall include program activities, career development, communication with experts and/or Club peer members, homework and Club activities. Members are expected to act responsibly and thoughtfully when using technology resources. Members bear the burden of responsibility to inquire with staff when they are unsure of the permissibility of a particular use of technology prior to engaging in its use.
- **Authorized use:** Club devices and personally owned devices are permitted for use during approved Club times for Club purposes and in approved locations only. The Club expressly prohibits the use of Club devices or personally owned devices in locker rooms, restrooms and other areas where there is an expectation of privacy.
- **Appropriate use:** Members may not use any technology to harass, threaten, demean, humiliate, intimidate, embarrass or annoy their peers or others in their community. Any inappropriate use of a Club or personally owned device, as determined by Club staff, can lead to disciplinary action including, but not limited to, confiscation of the device, immediate suspension from the Club, termination of membership or other disciplinary actions determined to be appropriate to the Club's existing disciplinary policies including, if applicable, referral to local law enforcement.
- **Monitoring and inspection:** Boys & Girls Clubs reserves the right to monitor, inspect, copy and review any personally owned device that is brought to the Club. Parents/guardians will be notified if such an inspection takes place. Parents/Guardians will be notified before such an inspection takes place and may be present, at their choice, during the inspection. Parents/Guardians may refuse to allow such inspections. If so, the member may be barred from bringing personally owned devices to the Club in the future.
- **Loss and damage:** Members are responsible for keeping devices with them at all times. Staff are not responsible for the security and condition of the member's personal device. Furthermore, the Club is not liable for the loss, damage, misuse or theft of any personally owned device brought to the Club.
- Any inappropriate or unauthorized use of a club or personally owned device, as determined by Club staff, can lead to disciplinary action including, but not limited to, confiscation of the device, immediate suspension from the Club, termination of membership or other disciplinary actions determined to be appropriate to the Club's existing disciplinary policies, including, if applicable, referral to local law enforcement.
- Members must be aware of the appropriateness of communications when using Club or personally owned devices. Inappropriate communication is prohibited in any public or private messages, as well as material posted online. Inappropriate communication includes, but is not limited to, the following:
  - Obscene, profane, lewd, vulgar, rude, inflammatory, threatening or disrespectful language or images typed, posted or spoken by members;
  - Information that could cause damage to an individual or the Club community or create the danger of disruption of the Club environment;
  - Personal attacks, including prejudicial or discriminatory attacks;

- Harassment (persistently acting in a manner that distresses or annoys another person) or stalking of others;
- Knowingly or recklessly posting false or defamatory information about a person or organization; or
- Communication that promotes the destruction of property, including the acquisition or creation of weapons or other destructive devices.

If a member is told to stop sending communications, that member must cease the activity immediately.

- **Cyberbullying**

Members may not utilize any technology to harass, threaten, demean, humiliate, intimidate, embarrass or annoy their peers or others in their community. This behavior is cyberbullying, which is defined as bullying that takes place using emerging technologies and devices. Any cyberbullying that is determined to disrupt the safety and/or well-being of the Club, Club members, Club staff or community is subject to disciplinary action.

Examples of cyberbullying include, but are not limited to:

- Harassing, threatening or hurtful text messages, emails or comments on social media
  - Rumors sent by email or posted on social networking sites
  - Embarrassing pictures, videos, websites or fake profiles
- Members may not attempt to gain unauthorized access to the Club's network, or to any other computer system through the Club's network. This includes attempting to log in through another person's account or accessing another person's files. Members may not use the Club's network to engage in any illegal act, including, but not limited to, arranging for the purchase or sale of alcohol, tobacco or other drugs; engaging in criminal activity; or threatening the safety of another person. Members may not make deliberate attempts to disrupt the computer system or destroy data by spreading computer viruses.
  - **Monitoring and inspection:** Boys & Girls Clubs reserves the right to monitor, inspect, copy and review files stored on Club-owned devices or networks. In addition, Boys & Girls Clubs reserves the right to inspect review personally owned devices that are brought to the Club. Parents/guardians will be notified before such an inspection takes place and may be present, at their choice, during the inspection. Parents/guardians may refuse to allow such inspections but the member may be barred from bringing personally owned devices to the Club in the future.
  - **Internet access:** Personally owned devices used at the Club must access the internet via the Club's content-filtered wireless network and are not permitted to directly connect to the internet through a phone network or other content service provider. Boys & Girls Clubs reserves the right to monitor communication and internet traffic, and to manage, open or close access to specific online websites, portals, networks or other services. Members must follow Club procedures to access the Club's internet service.
  - **Loss and damage:** Members are responsible for keeping the personal device with them at all times. Staff are not responsible for the security and/or condition of the member's personal device. Furthermore, the Club shall not be liable for the loss, damage, misuse or theft of any personally owned device brought to the Club.
  - **Parental notification and responsibility:** While Boys & Girls Clubs Internet Acceptable Use Policy restricts the access of inappropriate material, supervision of internet usage might not always be possible. Due to the wide range of material available on the internet, some material might not fit the particular values of members and their families. Because of this, it is not considered practical for Boys & Girls Clubs of Saline County to monitor and enforce a wide range of social values in student use of the internet. If parents/guardians do not want members to access information beyond the scope of the Internet Acceptable Use Policy, they should instruct members not to access such materials.
  - **Digital citizenship:** Club members shall conduct themselves online in a manner that is aligned with the Boys & Girls Clubs Code of Conduct. The same rules and guidelines members are expected to follow offline (i.e., in the real world) shall also be followed when online. Should a member behave online in a manner that violates the Boys & Girls Clubs Code of Conduct, that member shall face the same discipline policy and actions they would if their behavior had happened within the physical Club environment.

- **Club-owned-and-operated technology:** Members are expected to follow the same rules and guidelines when using Club-owned technology. Club technology and systems are the property of the Club, are intended to be used for Club purposes and are to be used during approved times with appropriate supervision. Club members shall never access or use Club technology or systems without prior approval.
- **Digital citizenship and technology safety training:** All members who wish to use a Boys & Girls Clubs device or equipment will be required to successfully complete a BGCA-provided digital citizenship and technology safety training. This training is required for all members annually.

### **LATE PICKUP FEE**

- Please make sure Club Members are picked up prior to the posted pick up times. Five (5) minutes following the closing time of the Club, a \$5.00 late fee will be due. There will be an additional \$1.00 per minute charged for each minute the parent/guardian is late in picking up their child. This is a per child fee. These fees are necessary due to the additional costs sustained by the Club. The Club reserves the right to contact the appropriate authorities which include the local police department and Department of Family Protective Services for assistance when members are not picked up within a reasonable amount of time (**within 30 minutes**) following closing time. Parents, if unforeseen circumstances occur and you find you are going to be late picking up your child, please call the Club. Staff members will make every effort to work with you.

### **MISCELLANEOUS**

- I understand that the Boys & Girls Clubs of Saline County is **not** responsible for lost or stolen items.
- The Boys & Girls Clubs of Saline County is a drop-in facility, not a licensed day care. The Club operates under the open-door policy and assumes no responsibility for the time or manner in which members arrive at or leave from the Boys & Girls Club property. Parents who wish a member to remain on the property must work this out with their child.
- I give permission for my child's picture, moving pictures, or any other graphic depiction or likeness, to be used by the Boys & Girls Clubs of Saline County and its activities.
- I give permission for my child to participate in walking, volunteer activities, including but not limited to cleaning, sweeping, data entry, working with staff or other members/volunteers.
- The Club respects the rights of its members against arbitrary intrusion of their person or property. At the same time, it is the responsibility of Club staff to protect the health, safety and welfare of all members & visitors. We reserve the right to inspect and/or search members and/or their property when there is reasonable suspicion to believe such member or property contains stolen, illegal or other items in violation of the law or club rules. Club authorities may seize evidence found in the search and appropriate disciplinary action may be taken.
- I also understand that the Club is **not**, nor claims to be, a licensed day care center.