



### **Participant Agreement, Agreement to Indemnify, & Risk Acknowledgment**

In consideration of the services of the City of New York, acting through the New York City Department of Parks & Recreation, as well as their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as THE CITY), I now agree to release & discharge THE CITY on behalf of myself, my children, my parents, my heirs, assigns, Personal representatives and estate as follow:

1. I acknowledge the activities of this program entail known & unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to my child, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the program activities. In an effort to minimize those risks I agree to follow all safety requirements and make use of any safety equipment provided.

**THE RISKS INCLUDE, BUT ARE NOT LIMITED TO:**

- A. Nature of the activities.
- B. Latent or apparent defects or conditions in equipment or property supplied by THE CITY or other persons or entity.
- C. Use of property or equipment supplied by THE CITY or other persons or entities by my child or others.
- D. Acts of other participants in this program, employees or agents of THE CITY.
- E. My child’s own physical condition, or own acts or omissions.
- F. Conditions of THE CITY’s facility & surrounding grounds or terrain and accidents connected with their use.
- G. First Aid emergency treatment or other services.

2. I expressly agree and promise to accept and assume all the risks existing in this program, on behalf of myself and my child. My child’s participating in this program is purely voluntary and I elect to allow my child to participate in spite of the risks.

3. Both my child and I agree that when he or she is participating in the Program, that he or she will cooperate promptly and fully with all directions of Parks’ personnel. We also agree that he or she will follow all of Parks’ Rules and Regulations, and all applicable City of New York (“City”), New York State, and Federal laws, rules and regulations. We understand that her or his failure to behave appropriately may result in termination from the Program.

**A. AFTERSCHOOL RULES AND REGULATIONS:**

**I. Participation**

Children are required to:

- a) Adhere to all Recreation Center and Afterschool Rules and Regulations.
- b) Attend the Afterschool program on a regular basis.
- c) Respect all Recreation Center staff and members.
- d) Respect all children in the program.
- e) Respect property of the Afterschool program and Recreation Center facilities.
- f) Notify an Afterschool program staff member immediately regarding any issues.
- g) Ask for permission from an Afterschool staff to borrow any materials that belong to the program.
- h) Clean up and refrain from littering.



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- i) Purchase all snacks and lunches before entering the building. Leaving the facility is not permitted until dismissal at 6:00pm.
- j) Leave the building at dismissal. Wait quietly in the lobby if waiting for an escort.
- k) Walk safely in the building and speak in an appropriate tone and volume.
- l) Refrain from using electronic games and toys during the Afterschool program.

Children are asked to adhere to the following agreement.

As a Parks Afterschool Member, I promise to:

- a) Always treat others with respect
- b) Use only polite, kind words
- c) Always listen to and respect the Afterschool staff
- d) Respect Recreation Center property
- e) Respect other people and their property
- f) Always keep my hands and feet to myself
- g) Always ask permission before leaving the Afterschool area
- h) Avoid fighting, bullying, and teasing others
- i) Follow the Afterschool schedule
- j) Not chew gum or eat candy
- k) Always resist peer pressure
- l) Take responsibilities for my actions
- m) Always stand up for my beliefs
- n) Always resolve conflict nonviolently
- o) Respect other people's cultural/racial/ethnic background
- p) Always help others when they are in need of help
- q) Always tell the truth
- r) Always clean up after myself
- s) Be proud of who I am

**Parent/Guardian Name:** \_\_\_\_\_ **Relationship to Child:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Child Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**II. Attendance**

I understand that Parks Afterschool programs operate from September through June from Monday through Friday between the hours of 3:00pm and 6:00pm, the time when school-aged children are most in need of being in safe, supportive environments. Each program's daily schedule is determined by the Center Afterschool Coordinator and is posted in the facility.

- a) Parks Afterschool Programs include educational and recreational activities that necessitate continuous participation. Due to the demand for registered spots in Parks Afterschool Programs, consistent attendance is required. The following attendance rules and regulations apply to all structured Parks Afterschool Programs:
- b) If a child is going to be absent from the Afterschool program, the parent or guardian must call and inform a staff member immediately.
- c) If a child is absent for three consecutive days without notifying the Afterschool staff, a staff member will call to check in and will reserve a spot for another child in that program if there is a waiting list.



- d) If a child is absent for six consecutive days without explanation, staff will assume the parent or guardian no longer wants the child to be a part of the program and will give the spot to a child on the waiting list. The parent or guardian will be notified.
- e) If a child is going to be picked up early or needs to leave early, the parent or guardian must notify the center immediately.

**III. Arrival and Dismissal**

- a) Children registered in the Afterschool program must be signed in and out by a parent, guardian, or designated individual indicated in the registration package when arriving and leaving the recreation center.
- b) Escorts may be asked to show identification upon picking up the child. The child will not be permitted to leave the center with anyone who is not indicated in the registration package without proper advanced notification. The Afterschool Coordinator must be notified by telephone of any changes in the regular escort of the child.
- c) The parent or guardian must authorize in the registration package if their child (usually only those in grade 4 or over) is allowed to sign him/herself out at the close of the Afterschool day.
- d) Afterschool children cannot leave the center with an adult who is not designated by the parent or guardian unless the parent or guardian lists this person in their Afterschool registration form.
- e) Afterschool children cannot be picked up earlier than 5:30pm.
- f) The Parks Afterschool Program operates from 3:00-6:00pm. The parent or one of the authorized persons above must pick up the child no later than 6:00pm. Picking up the child late more than 3 times may result in suspension from the program.

**IV. Disciplinary Actions**

Failure by the child and/or the parent/guardian to comply with Parks Afterschool Rules and Regulations must be documented by staff and may result in disciplinary actions. Children may be alerted with warnings or time-outs, written or verbal assignments, and/or discussions that involve the child, parent/guardian, and staff. Repeated failures to comply beyond such initial warnings may result in further disciplinary action, including suspension from the program, where the child cannot participate in the Afterschool Program for a certain period of time, to be determined by staff as appropriate. Two or more documented suspensions from the program may result in termination from the program, where the child may not continue to participate in the Afterschool program for the duration of the year. Staff will document and consult with the parent/guardian in every instance of the child and/or the parent/guardian's violations of Rules and Regulations and disciplinary procedures taken.

\_\_\_\_\_ (\*Parent/Guardian Initials Required)

**V. Program Evaluation**

The Parks Afterschool Program, staff, and youth experiences will be assessed in efforts to continuously improve the program. Children may be asked to complete questionnaires about their experience at various times throughout the year. Their responses are anonymous and individual results will not be shared or published. Only group summary information may be used to provide feedback for program providers. Signing this form gives consent for your child to answer questions on such surveys.

\_\_\_\_\_ (\*Parent/Guardian Initials Required)



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**VI. Inspections**

Structured Afterschool programs registered under the SACC regulations may undergo routine inspections conducted by the Office of Child and Family Services (OCFS) of New York State. Staff is required to comply with the requests of such inspectors to provide documentation of the program and facility's certifications to operate.

\_\_\_\_\_ (\*Parent/Guardian Initials Required)

**VII. Health Records**

The parent/guardian must provide Parks Afterschool staff with a current (must have been completed on or after July 2015) Department of Health medical form for each child before admission to the program and must update it on a yearly basis. Updated child medical forms are due no later than the first day of the Afterschool program.

\_\_\_\_\_ (\*Parent/Guardian Initials Required)

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS AND DISCUSSED THEM WITH MY CHILD. MY SIGNATURE BELOW INDICATES CONSENT TO THESE AGREEMENTS.

**Parent/Guardian Name:** \_\_\_\_\_ **Relationship to Child:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

4. I understand that that the Program consists of activities including but not limited to academic support, enrichment, social development, arts, off-site field trips, sports, recreation, and fitness and wellness.

5. I understand that off-site field trips can include museums, cultural institutions, parks, recreation centers, or Parks' nature centers. I agree that my child may be transported to the field trips in Parks vehicles, by subway, train or in a rented bus.

6. I understand that sports activities offered at the Summer Camp Program include but are not limited to, street hockey, basketball, soccer, flag football.

7. I represent that my child is physically fit and does not have a medical condition that would restrict him or her from participating in any type of physical activity. YES\_\_\_\_ NO\_\_\_\_

My child and I understand that my child is responsible for his or her own behavior and agree that he or she will only participate in activities that he or she feels comfortable doing.

8. My child has the following physical conditions that Parks should be aware of (for example asthma, heart condition).\_\_\_\_\_

I give my child permission to participate in sports activities. YES\_\_\_\_ NO\_\_\_\_  
With the exception of\_\_\_\_\_.

9. I understand and acknowledge that my child must be over the age of 8 years to walk home alone. I give my child permission to walk home alone at dismissal. YES\_\_\_\_ NO\_\_\_\_



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10. I give permission for my child to be picked up by his/her legal guardians or caretakers listed below. I have provided further information on these guardians or caretakers in the Afterschool Application:

- 1. Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_
- 3. Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_

11. I understand by signing this waiver I give permission for my child to receive emergency first aid treatment /CPR by Parks employees, agents, affiliates, sponsors, or other representatives. If my child requires emergency medical care and I cannot be reached, I give my consent to Parks to obtain the necessary medical care for my child which includes transportation by car or ambulance to an emergency center for treatment. I agree to pay all of the costs associated with the emergency medical care that my child receives. I understand that every effort will be made to contact me before and after medical care is provided. I understand that this consent will be in effect as of the date of my signing this form and will continue as long as my child is enrolled in Parks programs.

Following emergency medical care, my child may be released to the following persons listed below. I have provided further information on these guardians or caretakers in the Afterschool Application:

- 1. Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_
- 2. Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_
- 3. Name: \_\_\_\_\_ Relationship to child: \_\_\_\_\_

I understand that the City will not cover any medical expenses due to injury received through my child's participation in the Program.

12. I hereby voluntary release, forever discharge, and agree to indemnify and hold harmless THE CITY from any and all claims, demands or causes of action which are in any way connected with my or my child's participation in this program or my child's use of THE CITY's equipment or facilities, including any such claims which allege negligent acts or omissions of THE CITY except if such claims, demands, or causes of action arise out of the gross negligence or willful misconduct of THE CITY.

13. Should THE CITY or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement I agree to indemnify and hold them harmless of all such fees and costs.

**By signing this document, I acknowledge that if anyone is hurt, or property damaged during my child's participation in this program a court of law may find me to have waived my right to maintain a lawsuit against THE CITY on the basis of any claim from which I have released them herein.**

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Minor's Name (printed): \_\_\_\_\_ Age: \_\_\_\_\_

Parent/Guardian Name (printed): \_\_\_\_\_ Relation to Child: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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