



City of Austin ~ Parks and Recreation Department ~ Museums and Cultural Programs Division

Dougherty Arts Center

Create Away! After School On-Line Program

Permission and Waiver

I, _____ (legal parent or guardians)

give permission for my child/ward, _____, hereafter referred to as "my child," permission to participate in the City of Austin, Parks and Recreation Department, Museums and Cultural Programs Division, Dougherty Arts Center's – Create Away! After School On-Line Program.

I understand and agree:

- I retain full supervisory responsibility for any and all activities that happen as a part of this program.
- Program staff refers to adults who have been screened, approved and trained.
- I will not expect program staff to provide supervision for my child.
- I understand that participation in these events is at my and my child's own risk. While program staff take measures to manage any risk, there is still the risk that something unexpected may happen. If my child gets hurt while participating in any program activity or activity recommended by program staff, I will assume full responsibility.
- If my child is under 13 years of age, I will maintain and supervise any online accounts that they may participate in.
- If my child or I upload any photos or videos of my child, our family and/or their activities, I am giving permission for them to be used and shared publicly.
- I understand that two-way classes or group sessions that my child participates in will be closed and will only allow registered participants and approved staff to participate.
- For all two-way classes, like a zoom class, I will ensure that my child is appropriately dressed and that the computer and camera that they are using does not show inappropriate things in our home. If possible, we will have their back against (or camera facing) a blank or non-descript wall, a wall with their program drawings, use a nature zoom background, or blur the background. If program staff notice something on your child's video that staff determines is not appropriate, they will turn off your child's video until the issue is resolved.
- Appropriate behavior for participants is expected. Program staff will review appropriate and inappropriate behaviors with all participants. Bullying, including cyberbullying, during a session or outside of a session is not appropriate. Issues and consequences will be addressed with participant and parent and may include but are not limited to temporary or permanent removal from the program.
- My child may be in either a screenshot and/or video record. These records may be used by the Parks and Recreation Department for current or future advertisements. Before either a screenshot or a recording happens, I will be notified. If I do not wish for my child to be in the picture or the recording, I will immediately turn off my child's camera and mic. Leaving either of those two on is implied consent. The room will be told when the recording is stopped. It is solely my responsibility to take any necessary steps to prevent my child from being recorded.
- To follow and to ensure that my child follows the Parks and Recreation Electronic Communication Policy that states:
 - Any private (one to one) electronic communication between staff and youths, including the use of social networking websites like Facebook, Instagram, Snapchat, instant messaging, texting, etc is prohibited.
 - All communication between staff and youths must be transparent and public.
 - Example:
 - they may communicate on group sites where anyone who is a member can see the conversation
 - email communication is preferred to be between the parent and program staff/volunteer
 - email communication to the child will include at least two approved volunteers
 - They may communicate in private media set up for two-way classes and discussion groups. Such as a zoom class. These will be always facilitated by at least two approved adults with at least two children and one approved adult in each breakout room. The overall facilitators may join any breakout room at any time.
- It is my responsibility to provide any equipment needed for virtual programs, such as a computer, tablet, internet access, headset, earphones, microphone, digital camera, etc. I also understand that any damage to said equipment is the sole responsibility of the owner of said equipment. I will not hold the City of Austin responsible for any damage that may happen during the program.

Waiver and Release Statement:

Permissions

By registering for this online program undersigned "I" (whether one or more) jointly and severally state and agree as follows:

Consent for Minors. I am the legal custodial parent or legal guardian of the above-named minor, and I hereby authorize and permit said minor to participate in the Create Away! After School On Line Program and in all activities, events, and programs that are part of or are associated with the program (collectively "Program"). I have read material on the website about this program.

Acknowledgement and Waiver. I realize that participation in the Program entails certain risks of personal injury and property damage. I affirm and agree that I and any above-named minor(s) are participating in the Program voluntarily and knowingly assume all such risks. In consideration of me and/or any above-named minor(s) being allowed to participate in the Program, I hereby, on behalf of myself, any above-named minor(s), and our respective assigns, beneficiaries, heirs, personal representatives, trustees, and other successors or representatives, voluntarily and forever release, waive, and discharge the City, and its employees, volunteers and representatives, from and against, and hereby covenant not to sue any of them regarding, any and all causes of action, claims, damages, injuries, liabilities, or losses (including, without limitation, such that may in any way arise from, be connected with, or relate in any way to the Program or the negligence of the City of Austin, or any of their respective employees or representatives) arising out of or in any way resulting from the Program or our participation in or involvement with the Program or any related activities or programs. In return for sufficient good and valuable consideration, I hereby indemnify, hold harmless, and defend the City of Austin from and against any and all causes of action, claims, damages, injuries, liabilities, or losses that in any way arise out of, are connected with, or result from my or any above-named minor(s) participation in or involvement with the Program or any related activities or programs. Such indemnification and hold harmless terms shall apply and be fully enforceable even if such injury or damage arises out of the negligence of the City of Austin, or any of their respective directors, employees, officers, agents, or representatives and shall include, without limitation, the City of Austin's reasonable attorney's fees associated therewith.

I, on behalf of myself and any above-named minor(s) and our respective assigns, beneficiaries, heirs, successors, and other representatives, agree that the waiver and release, assumption of risk, and indemnification, hold harmless, and defense provisions stated herein are intended to be as broad and inclusive as is permitted by the laws of the State of Texas and that if any portion thereof is held invalid, the balance shall, notwithstanding such invalidity of any portion, continue in full force and effect. I have read this document, fully understand its terms, and understand that I, on behalf of myself and any above named minor(s), am through this document giving up substantial rights, including, among others, the right to sue and undertaking substantial obligations, including, among others, indemnification. I acknowledge that I am agreeing hereto freely and voluntarily and intend this acknowledgement (whether hard copy or electronically transmitted) to be a complete and unconditional release of liability.

Signing below confirms that you have read the program information on the website, above permission statements, that you understand it, and that you agree to be bound by it.

Printed name of Custodial parent/guardian or adult participant

Custodial Parent/guardian Signature

Date

Printed name of 2nd Custodial parent/guardian or adult participant

Custodial Parent/guardian Signature

Date

Please sign one Permission/Waiver form, one per participant and email to dacschool@austintexas.gov 3 business days before the first program day