



Virtual/Online Permission and Waiver

l,	give permission for
legal custodial parent(s) or guardian(s)	child/ward's name

I understand and agree to the following:

- 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 to work for the City of Austin, Parks & Recreation Department (PARD)
- I will not expect program staff to provide direct supervision for my child.
- I understand 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 something unexpected may happen. If my child is injured while participating in any program activity or activity recommended by program staff, I assume full responsibility.
- I will maintain and supervise any online accounts that my child may participate in.
- If my child or I upload photos or videos of my child, our family and/or their activities in the course of the program, I give permission for them to be used and shared publicly by PARD.
- I understand two-way classes or group sessions my child participates in will be closed and only allow registered participants and approved staff to participate.
- For all two-way classes, like a "Zoom" class, I will ensure my child is appropriately dressed and the computer and camera they are using do not show inappropriate things in our home. If possible, we will have their back against (or camera facing) a blank or nondescript wall, a wall with their program drawings, a nature zoom background, or a blurred background. If program staff see 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 at all times while participating in this program. 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 recording, I will immediately turn off my child's camera and mic. 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.
- I will follow and ensure 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 always be facilitated by at least two approved PARD Staff.

• 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 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:

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

Consent for Minors.

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

1 st Custodial parent/guardian Printed Name	Custodial Parent/guardian Signature	Date
2 nd Custodial parent/guardian Printed Name	Custodial Parent/guardian Signature	Date