

# YMCA OF METRO ATLANTA EMERGENCY INFORMATION RELEASE, WAIVER, AND COVENANT NOT TO SUE

PRINT PARENT/GUARDIAN NAME:	Date:		
CHILD'S INFORMATION: Complete one form for	each child.		
First Name:	Last Name:	Age:	
Birth Date:	_ OMale OFemale OUnspecified		
Does your child have any disability, special need	ls, chronic or recurring illness or condition?	ONO	OYES
Does your child have any condition requiring me	edical treatment or special considerations while in this pro	gram? ONO	OYES
If you answered YES to any question above, plea	ase give details:		
Are immunizations current?		ONO	OYES
List allergies and diet restrictions:			
Please complete accompanying Medication Aut	thorization/Administration Form.		
INITIAL EMERGENCY CONTACT:			
Parent/Guardian to be contacted first:	Pho	one:	
If the initial emergency contact cannot be reached, w	e will attempt to reach (Please include at least one relative and	one available neighboi	):
Name:	Relationship: Phon	1e:	
Name:	Relationship: Phon	ıe:	

# YOUTH PROGRAM PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

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, illness, or property damage however caused arising out of the named minor's participation in any YMCA programs, now or any time in the future.

- 1. Acknowledgement of Risk. I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge, and agree that participation in youth program activities conducted or sponsored by the Young Men's Christian Association of Metropolitan Atlanta, Inc., and its subsidiaries and affiliates, and its past or present officers, directors, managers, employees, supervisors, agents, or representatives and assigns (collectively known as the "YMCA") comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with youth program and childcare activities (collectively, "Youth Program") 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 viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Youth Program participation and that said list in no way limits the operation of this Agreement.
- 2. Coronavirus / COVID-19 Warning & Disclaimer. Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-toperson contact. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in YMCA Youth Program activities or accessing YMCA facilities could increase the risk of contracting COVID-19. The YMCA in no way warrants that COVID-19 infection will not occur through participation in YMCA Youth Program activities or accessing YMCA facilities.
- 3. Consent to Medical Treatment. By signing this form I hereby give permission to YMCA staff to administer over-the-counter medications and physician-ordered medication to my child named below in cases deemed necessary, and in the event I cannot be reached in an emergency, I hereby give permission to the YMCA to hospitalize, or secure proper treatment for, my child. I hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue the YMCA from any and all liability or claim whatsoever which arises or may hereafter arise, directly or indirectly, on account of any first aid, treatment, or medical service rendered in connection with the Youth Program activities participated in by my minor child with the YMCA, and I assume all risk associated therewith. I also understand that the YMCA does not and shall not assume any responsibility for or obligation to provide financial assistance or other assistance to me or to my minor child (if applicable), including, but not limited to, medical, health, or disability insurance in the event of injury, illness, or other claim or loss.

- 4. Consent to Transport. I give permission for my child/ward to participate on supervised field trips away from the site and to be transported on a YMCA owned, leased or hired vehicle.
- 5. Waiver, Release, Indemnification & Covenant Not to Sue.

In consideration of the participation of \_\_\_\_\_\_\_\_\_, [DOB] \_\_\_\_\_\_\_, in YMCA Youth Program activities, I, \_\_\_\_\_\_\_\_, the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, DO HEREBY RELEASE the YMCA, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any and all claimsof any nature whatsoever including, but in no way limited to, claims of negligence, which I, together with the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the YMCA on account of personal injury, property damage, illness, death or accident of any kind, arising out of or in any way related to the use of the YMCA facilities/equipment, participation in YMCA Youth Program activities or other activities whether that participation is supervised or unsupervised, however the injury, illness, or damage occurs. In consideration of the named minor's participation in Youth Program activities, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's Youth Program participation.

- 6. Other. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and all other applicable laws, rules, and regulations wherever found, and that this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Georgia. I agree that jurisdiction and venue for any actions with respect to this Agreement shall only be had in a court of competent jurisdiction in Fulton County, Georgia. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be fully enforceable.
- 7. Policy on Photography. I authorize and grant permission for the use and reproduction of any and all photographs or video footage of myself or my dependents for any lawful purpose including YMCA promotional purposes without compensation, and I understand that it is the personal responsibility of myself or my dependents to avoid being photographedif desired.
- 8. Licensing Disclosure. I understand that the YMCA day camp program is not licensed and is not required to be licensed by the State. The YMCA has been granted an exemption from licensing by the Department of Early Care and Learning.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in Youth Program participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks even those caused solely or partially by the negligence of Releasees. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, illness, or death, the named minor sustains while participating in Youth Programs and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE the YMCA of all liability for such loss, damage, illness, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Youth Programs.

I further certify that my date of birth is \_\_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

ACKNOWLEDGEMENT OF POLICIES & GUIDELINES: By signing below, I acknowledge that I have read the above information, and that I understand the policies and guidelines of the program and I agree to abide by them. Should I have any questions or concerns, I will contact the Program Director. I understand that the staff makes every effort to provide a quality program, but additionally it is important that participants and parents follow all rules, guidelines and procedures in order for the program to be a successful experience for all.

Parent/Guardian Signature:		Date:
Print Name:		
Address:		
City:	State:	Zip Code:
Phone:		
Email:		

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Dear Parent/Guardian,

Your child's experience and development are important to the YMCA. To ensure that your child is in engaged in high-quality programming, we would like to collect data from your child.

# WHY DO WE WANT TO COLLECT DATA?

In order to assure that the program your child participates in is high quality and has a positive impact, the YMCA of Metro Atlanta and YMCA of the USA (Y-USA, the national resource office of YMCAs) jointly engage in ongoing research, evaluation and/or quality improvement efforts. Youth programs are periodically assessed to see what is going well, to identify areas of the program that can be improved, and to make sure that the children the YMCA serves are benefitting from the program. By collecting surveys and related information, the Y is investigating whether the goals for positive youth development are being met. This research is also intended to develop a national YMCA dataset that can be used, for example, to provide benchmarked data for local YMCA sites and programs and to provide funders with outcome data.

# WHAT DATA WILL BE COLLECTED?

As a youth program participant, your child will be asked to fill out a survey at the beginning and at the end of the program. She/he will be asked to reflect on their interests and their experiences in the program.

#### CONSENT TO PARTICIPATE IN PROGRAM EVALUATION

We are asking your permission to use the information collected from your child (e.g., assessments, survey results). The YMCA of Metro Atlanta and Y-USA will comply with all state and federal laws in collecting, storing, analyzing and presenting data. Expected participation in data collection will be under 30 minutes.

#### BENEFITS

A benefit means that something good happens to you or your child. By participating in the YMCA's program, your child will receive high-quality programming and exposure to enrichment activities. For the research and evaluation component, you and your child will not receive any direct benefit. However, future YMCA participants may benefit from changes to the program that were implemented as a result of the evaluation. That is, the evaluation may make the program better for future YMCA participants.

#### **KEEPING YOUR INFORMATION CONFIDENTIAL**

Y-USA will follow all applicable federal and state laws that protect your child's personal and school related information (e.g., FERPA), including maintaining appropriate physical, electronic, and procedural safeguards. Youth information is confidential and will not be shared or discussed with anyone outside of the YMCA of Metro Atlanta and Y-USA staff, external researchers, their partners, and data collectors.

Your child's name will not be used in any external/public-facing publications; rather, your child's data will be aggregated with other students enrolled in the program. All collected data for this project will be securely stored in lockable locations, secure computer files, or on computer servers accessible only to the approved and trained researchers and authorized local Y and Y-USA staff. Y-USA plans on keeping this data indefinitely, in order to identify trends in program participation

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and youth outcomes. This data may be included in local YMCA reports, Y-USA site and national program reports, as well as in peer-reviewed education and evaluation journal articles.

There is a very small risk that confidential data will be compromised. We will minimize this risk by ensuring that only approved YMCA of Metro Atlanta and Y-USA evaluation staff involved in the program have access to student information. As required for evaluation purposes, we may share your child's information with our evaluation partners, who are also required to protect your child's privacy and confidentiality to the maximum extent allowable by law.

#### PAYMENT

You or your child will not be paid for your participation.

# LEGAL RIGHTS

You will not lose any of your legal rights by signing this consent form.

# ALTERNATIVES TO PARTICIPATING IN DATA COLLECTION

Participation in data collection activities is voluntary and you can withdraw your consent for your child to participate at any time. Your child's participation in the program will not be affected. You have the right to refuse your child's participation in data collection activities. You will not lose any of your legal rights by signing this consent form.

#### CONTACT INFORMATION

If you have questions, or if you have a visual or other impairment and require this material in another format, please contact Amanda Minix, Vice President of Strategic Impact, at <u>amandam@ymcaatlanta.org</u>.



# AGREEMENT TO PARTICIPATE IN DATA COLLECTION

This consent form contains important information to help you decide if you want to be in the study. If you have any questions that are not answered in this consent form, please ask a program staff member at your local YMCA for assistance.

\_\_\_\_\_I have read and understand this consent information, and <u>I agree</u> to participate in the YMCA research study

OR

I have read this and understand this consent information, but **<u>I do not agree</u>** to participate in the YMCA research study

Printed name of Parent(s)/Caregiver(s): \_\_\_\_\_

Parent/Guardian Signature: /	
(Note: Electronic Signatures	must be typed between the // symbols)

Print child's name: \_\_\_\_\_

YMCA: \_\_\_\_\_

School:

(if your child is participating in a school program)

Date: \_\_\_\_\_

There are two copies of the consent form and both need your signature. The first copy needs to be returned to the YMCA program staff. Since there is important information in this consent form, including contact information if you have questions or concerns, we want you to keep the second copy for your records.

#### YMCA OF METRO ATLANTA AUTHORIZATION FOR CHILD PICK UP FORM

Child's Legal Name:	Age: Date of Birth:	<u>.                                    </u>
Child's Home address:		
PICK UP INFORMATION: Complete one se	tion for each person authorized to pick up your child.	
Parent/Guardian - 1 Contact Information:	LastNamo	Ago:
	LastName:r MALE r FEMALE r Unspecified	_Age:
	Cell Phone: ()	
Work Phone: ()		
	OAC	
	ork r Cell r Other:()	
Parent/Guardian - 2 Contact Information:		
FirstName:	LastName:	Age:
	r MALE r FEMALE r Unspecified	
Home Phone: ( )	Cell Phone: ()	
Work Phone: ()		
	ork r Cell r Other: ()	
AUTHORIZED PICK UP - 3:		
	Relation to Child:	
	Phone Type: r Home r Work r Cell r Othe	
AUTHORIZED PICK UP - 4:		
	Relation to Child:	
Preferred Phone: ()	Phone Type: r Home r Work r Cell r Othe	er:
AUTHORIZED PICK UP - 5:		
Name:	Relation to Child:	
Preferred Phone: ()	Phone Type: r Home r Work r Cell r Othe	er:
AUTHORIZED PICK UP - 6:		
Name:	Relation to Child:	
Preferred Phone: ()	Phone Type: r Home r Work r Cell r Othe	er:
	ur child from camp. No exceptions are made for family members. Additior tallowed to pick up your child under any circumstances.	nally, please inform us
SIGNATURE OF PARENT/GUARDIAN:	Date:	
Only the people listed above may pick up yo below if there are specific people who are no SIGNATURE OF PARENT/GUARDIAN:	t allowed to pick up your child under any circumstancesDate:Date	
	e people are specifically not allowed to pick up your camper.	
UNAUTHORIZED PICK UP - 1:	Accore Malore Forme	lo rel Inspecified
Name:	Ager Male r Fema	
UNAUTHORIZED PICK UP - 2:		
Name:	Ager Male r Fema	le <b>r</b> Unspecified