

CITY OF LONG BEACH
DEPARTMENT OF PARKS AND RECREATION
Before/After Care Program

***PARTICIPANT AGREEMENT, AGREEMENT TO INDEMNIFY,
& RISK ACKNOWLEDGMENT***

In consideration of the services of the City of Long Beach, acting through the 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) in the administration of the City of Long Beach Pre-K, Before School and After School programs (collectively, referred to as the "Program"), I now agree to release & discharge the CITY on behalf of myself, my children, my parents, my heirs, assigns, Personal representatives and estate as follows:

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.
- H. COVID-19.

I further acknowledge that participation in the Program could result in exposure and risk of contracting COVID-19, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.

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.

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 program personnel. We also agree that he or she will follow all of Program Rules and Regulations outlined below, and all applicable 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. Participation Requirements:

Children are required to:

- Adhere to all Program Rules and Regulations.
- Attend the Program on a regular basis.
- Respect all staff and members.
- Respect all children in the Program.
- Respect property of the Program and facilities.
- Notify a Program staff member immediately regarding any issues.
- Ask for permission from Program staff to borrow any materials that belong to the Program.
- Clean up and refrain from littering
- Leave the building at dismissal.
- Walk safely in the building and speak in an appropriate tone and volume.
- Refrain from using electronic games and toys during the Program.

Children are asked to adhere to the following agreement. As a Program Member, I promise to:

- Treat others with respect.
- Use only polite, kind words.
- Always listen to and respect the Program staff.
- Respect other people and their property.
- Keep my hands and feet to myself.
- Wear a mask and/or observe social distancing rules.
- Ask permission before leaving the Program area.
- Avoid fighting, bullying, and teasing others.
- Follow the Program schedule.
- Not chew gum or eat candy.
- Resist peer pressure.
- Take responsibilities for my actions.
- Stand up for my beliefs.
- Resolve conflict nonviolently.
- Respect other people's cultural/racial/ethnic background.
- Help others when they are in need of help.
- Tell the truth.
- Clean up after myself.
- Be proud of who I am.

B. Program Payment

I understand and agree to pay the Program tuition fee(s), as set forth in the Program Overview/Schedule, as follows:

- Checks shall be made payable and submitted to the: **City of Long Beach**, Department of Parks and Recreation, 700 Magnolia Boulevard Long Beach NY 11561.
- The first month's tuition (i.e. September 2020) shall be submitted with the completed Registration Form(s).
- Each payment thereafter shall be **prepaid** (for the entire 10-month school year), on or before the **25th day of each month** for the following (i.e. October's payment is due by September 25th).
- Any outstanding balances for previous or current services provided by, and due to the CITY, must be PAID IN FULL prior to registration.
- Returned checks are subject to a \$25.00 fee.
- Refunds shall not be issued for absence(s)/missed session(s).
- The City retains the absolute right to remove a child from the Program, and/or place him or her on a wait-list for re-entry into the Program for non-payment and/or late payment(s).

C. Attendance and Program Participation

I understand that the Program operates from September through June from Monday through Friday. Each Program's daily schedule is determined by the Program Coordinator.

I understand that as part of the Program, my child may participate in off-site field trips, including visits to cultural institutions, parks, recreation centers, or the beach. I agree that my child may walk to these locations with Program Staff. Permission slips will be required for additional field trips requiring transportation and/or an additional fee.

The following attendance rules and regulations apply to all structured Programs:

- a) I understand that the Program will be open according to the official school calendar of the **City of Long Beach School District**, and is closed on those official School District holidays.
- b) I also understand that if the Long Beach School District Superintendent announces a delayed school opening due to snow or ice or inclement weather, the Before School Program will be closed.
- c) If a child is going to be absent from the Program, the parent or guardian must call **516-431-6770** to immediately inform a staff member.
- d) If a child is absent for three (3) consecutive days without notifying the Program staff, staff member will call to check in.
- f) If a child is going to be picked up early or needs to leave early, the parent or guardian must notify staff immediately.

D. Arrival and Dismissal

- a) Children registered in the Program must be signed in and out by a parent, guardian, or designated individual indicated in the registration form when arriving and leaving the Program.
- b) Escorts may be asked to show identification upon picking up the child. The child will not be permitted to leave the Program with anyone who is not indicated in the registration package without proper advanced notification. The Program Coordinator must be notified in writing (recreation@longbeachny.gov) of any changes in the regular escort of the child.
- c) Children cannot leave the Program with an adult who is not designated by the parent or guardian unless the parent or guardian lists this person in their Program registration form.
- d) The parent or one of the authorized persons above must pick up the child no later than the time set forth in the Program Overview.
- e) All children must be picked up no later than 6:00 p.m. each afternoon that they attend the After School Program. Children who are not picked up by 6:00 p.m. by you or an authorized person will be properly supervised until they are picked up. However, a late fee will be charged and added to your next month's regular tuition bill. The late fee, (\$10.00 for every 15 minutes late/or part thereof).

E. Inspections

A Program registered under the New York State School Age Child Care 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.

F. Health Records

The parent/guardian must provide Program staff with a current (must have been completed on or after July 2020) 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 Program.

G. Emergency Medical Care

I understand by signing this waiver I give permission for my child to receive emergency first aid treatment /CPR by City employees, agents, affiliates, sponsors, or other representatives. If my child requires emergency medical care and I cannot be reached, I give my consent to the City 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 the Program.

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

H. Non-Medication Consent

I understand by signing this waiver I give permission for my child to receive over-the-counter products, including, but not limited to topical ointments, lotions and creams, sprays, sunscreen products and topically applied insect repellent. 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 the Program.

I. Medication Consent

I understand by signing this waiver **I DO** give permission for my child to receive prescription medications, oral over-the-counter medications, medicated patches, and eye, ear, or nasal drops or sprays as listed in the Medication Consent Form filed with the Program Application. 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 the Sandbox Program.

I understand that **I DO NOT** give permission for my child to receive prescription medications, oral over-the-counter medications, medicated patches, and eye, ear, or nasal drops or sprays.

J. Photograph Consent

I understand by signing this waiver **I DO** give permission to use and or publish photographs or video in which my child may appear while participating in the Program and grant permission for publication or use of those images on Social Media, Print Media, City Publications and/or school displays.

I understand by signing this waiver **I DO NOT** give permission to use and or publish photographs or video in which my child may appear while participating in the Program and grant permission for publication or use of those images on Social Media, Print Media, CITY Publications and/or school displays.

K. General Release and Waiver

I hereby voluntarily 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.

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: _____

Sworn to me this _____
day of _____, 2020

NOTARY PUBLIC