



CONSENT AND RELEASE WAIVER – VIRTUAL CLASSES FOR CHILDREN & YOUTH

Date: _____, 2024

Dear Parent or Legal Guardian,

The City of New York (“City”), a municipal corporation of the State of New York, acting by and through the Department of Parks & Recreation (“NYC Parks”), serves children and youth of the City by providing programming in areas of various activities including but not limited to arts and crafts, fitness drills or exercise classes (“Program(s)”).

Some Program(s) will be provided through a virtual/online platform such as Zoom through which NYC Parks’ staff will facilitate the Program(s). The Program(s) will use software, tools and applications provided by third parties that minor/child participants, parents/legal guardians, volunteers and/or staff will access via the internet and use for purposes of communication, programming and potential content creation (“Platform”).

This consent and release waiver (“Waiver”) provides your consent and release for your child to participate in the Program(s) utilizing an online Platform for distance-based, virtual program purposes. Please be aware that the Platform collects different information about its users and has its own privacy terms and conditions, independent and separate from the City’s and NYC Parks’ technology, social media policies and code of conduct guidelines (“Policies and Guidelines”) to which members must adhere, and which the City or NYC Parks cannot control or assume responsibility. Please review these carefully before registering your minor/child.

We are committed to keeping participants safe to that end, we will actively monitor participants’ activities to our best abilities. All online activities provided through Platforms must also comply with the Platform’s Policies and Guidelines in regard to participants.

Below, please find the AUTHORIZATION, CONSENT AND RELEASE FOR SOCIAL MEDIA OR OTHER ELECTRONIC COMMUNICATION INVOLVING MINORS FORM.

I, _____, am the parent or legal guardian of

Full Name of Parent/Legal Guardian

_____.

Full Name of Minor/Child

I have received and reviewed the City’s Technology and Social Media Policies including the NYC Parks’ Code of Conduct guidelines.

I understand that I will have access to everything provided to my child and will be made aware of how social media is being used, be told how to access the sites, and be given the opportunity to be copied on all material sent to my child via social networking (including text messages).

I authorize and consent to NYC Parks staff or volunteer instructors to communicate with my child electronically, including via social media, text, email, phone and video conferencing tools (e.g. Zoom) in accordance with the Program(s).

I authorize and consent to the publication and use of my child’s name and/or my child’s likeness for the purpose of promotion, publicity, advertising, or other manner or media by the City, NYC Parks or any other representative authorized to act on behalf of the aforementioned entity. I agree that the actual material involved

is and shall continue to be the property of the City and that neither I, nor my child, shall have any right of review, approval, or compensation regarding the use of my child’s name and/or likeness in such material.



I understand that if any staff or volunteers knowingly communicate privately with my child as a part of his or her duties for or on behalf of above NYC Parks, reasonable steps will be taken to send to me the same communication content, though not necessarily via the same technology.

I acknowledge that to review or receive public communications shared via social media with my child, I will need to become a fan or follower of the same social media. I understand that communications or posts may be accessible or viewable by others who are also fans or followers of the same social media.

I understand that without this consent my child will not be able to participate in the Program(s).

If I choose to rescind my authorization and consent provided herein, I agree that I will inform NYC Parks in writing and that my rescission will not take effect until it is acknowledged by NYC Parks.

I understand, however, that it may not be possible to recall any work, photos or videos that have been published as part of the Program(s) prior to receipt of my written rescission.

I have read this Consent and Release Waiver and have had the opportunity to consider its terms and understand them. I verify that I have read and voluntarily agree to the terms and conditions of this Consent and Release Waiver.

I recognize that fitness programs require physical exertion that may be strenuous and may cause serious physical injury, even death, and I am fully aware of the risks and hazards involved. I agree to assume full responsibility for any risks, injuries, loss or damages, known or unknown that my child may incur as a result of participating in the Program(s).

In the event that my child is injured in any way or suffer any medical condition as a result of his/her participation in the Program(s), on behalf of myself, my heirs, agents or assigns, I hereby hold harmless, release and forever discharge the City along with its respective employees, officials, agents, affiliates, sponsors or other representatives ("Indemnitees") from any and all claims, and shall indemnify Indemnitees against, all demands or causes of action which I, my heirs, representatives, executors, administrators or any other person(s) acting on my behalf or on behalf of my estate have or may have by reason of my child's participation in the Program(s) and through my authorization, the consent and release in this waiver.

I have read this Consent and Release Waiver, I fully understand it, and I voluntarily agree to be bound by its terms. I represent and certify that I am the parent or legal guardian of the minor/child.

Minor/Child DOB: _____ . I Agree Yes _____ or No _____.

Parent/Legal Guardian Name (REQUIRED): _____

Email (REQUIRED): _____

Address/City (REQUIRED): _____

State: New York

**ELECTRONIC SIGNATURE CONSENT
ADD YOUR INITIALS HERE**

By checking here, you are consenting to use of your electronic initials in lieu of an original signature on paper.

Date: ____/____/2024
[SUBMIT]