

City of New York Parks & Recreation The Arsenal, Central Park New York, NY 10065 nyc.gov/parks

#### CONSENT AND RELEASE WAIVER – VIRTUAL CLASSES FOR CHILDREN & YOUTH

September 2025

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 New York City Department of Parks & Recreation ("DPR"), offers after-school program activities ("Program") for children and youth. These activities include, without limitation-- arts and crafts, fitness drills, and exercise classes (collectively, the "Activities").

The Program will deliver certain Activities virtually through third-party online platforms (e.g., Zoom) **(collectively the "Platform")**. Participants, parents/legal guardians, DPR staff and volunteers may use these Platforms for communication, programming and potential content creation during the Program.

**Please note:** these Platforms are not operated by the City or DPR. Each has its own privacy terms, conditions, and data practices that are separate from, and outside of the City's control. These practices may involve collecting information about users independently from, DPR's technology, social media policies, control, or code of conduct guidelines. The City or DPR are not responsible for the acts, omissions, or practices of such Platforms. Please review these conditions carefully before registering your minor-child.

By allowing your child to participate, you agree that the City and DPR are not responsible for the Platforms, including their policies or data practices.

The Consent and Release Waiver on the following page governs your child's participation in DPR's after-school program, including related electronic communications, and confirms your acknowledgment of the risks involved.

If you have any additional questions about the Programs or Activities, , please contact: Christina Luna Director of Citywide Youth Programs at <a href="mailto:Christina.Luna@parks.nyc.gov">Christina.Luna@parks.nyc.gov</a>.

Sincerely,

DPR Public Programs



## PARENT OR LEGAL GUARDIAN AUTHORIZATION, CONSENT, AND RELEASE

## I, the undersigned parent or legal guardian of the minor child identified below, affirm and agree as follows:

### A. Review and Authorization

- **1.** I have reviewed the City's Technology and Social Media Policies, including DPR's Code of Conduct guidelines provided to me .
- **2.** I authorize DPR's staff or volunteers to communicate with my child electronically (e.g., email, text, phone, video conferencing, social media). DPR will take reasonable steps to include me in such communications whenever feasible.
- **3.** I authorize DPR and the City to photograph, record, or otherwise capture my child's name, image, or likeness in connection with the Programs, and to use such materials for educational, promotional, and related purposes in any medium. I understand such materials will be the City's property and copyrighted works, and no compensation will be provided.

### B. Assumption of Risk & Release

- **1.** I understand that the Programs may involve physical activity and that such activities carry inherent risks of injury, illness, or other harm, including serious injury or death.
- 2. I voluntarily assume all risks, known and unknown, associated with my child's participation in the Programs.
- **3.** On behalf of myself, my child, our heirs, agents, and assigns, I release and agree to hold harmless the City and DPR, their employees, officials, agents, affiliates, and representatives **("Indemnitees")** from all claims, demands, or causes of action arising out of or related to my child's participation in the Programs.

#### C. Additional Terms

- 1. I understand that without this Waiver, my child may not participate in the Programs.
- **2.** I may revoke this consent by providing written notice to DPR, but such revocation will not affect prior uses of my child's likeness or prior participation.
- **3.** I understand that communications or posts on social media may be viewable by third parties outside my or DPR's control.

I have read and fully understand this Waiver. I voluntarily agree to its terms. ☐ **YES** (I Consent) □ **NO** (I Do Not Consent) REQUIRED INFORMATION -- PRINT Date of Birth: Age:\_\_\_ Child's Full Name **Telephone No Email** Parent or Legal Guardian Full Name Address - House No & Street City State Zip Code **ELECTRONIC SIGNATURE CONSENT Initials:** \_\_\_\_\_ I consent to use of my electronic initials in lieu of an original signature on paper. Date: \_ [SUBMIT]



# SUMMARY - DPR VIRTUAL PROGRAMS & PARENT/GUARDIAN CONSENT

We want your child to enjoy safe and fun virtual programs. Here's a summary of what you need to know:

# 1. What's Happening

DPR offers certain virtual activities like arts, crafts, and fitness classes.

We use third-party online platforms like Zoom. Each platform has its own privacy rules. It's your responsibility to review each platform before your child participates.

### 2. Communication with Your Child

- Instructors may email, text, or video chat with your child for program purposes.
- ➤ Parents will be copied or notified, whenever possible.

## 3. Photos, Videos & Media

- > DPR may take photos or video of your child during classes.
- > These media may be used for educational or promotional purpose. No payment or approval rights are provided.

## 4. Safety & Risks

- Activities may involve physical risks. By consenting, you accept those risks for your child.
- ➤ DPR is not responsible for problems caused by Zoom or other platforms.

## 5. Your Rights

- Without your consent, your child cannot enroll and participate in DPR programs.
- > You may revoke consent later in writing, but prior uses (e.g., photos already published) cannot be undone.