

**ROCHESTER INSTITUTE OF TECHNOLOGY
VIRTUAL YOUTH PROGRAM RELEASE AGREEMENT AND WAIVER**

PARTICIPATION AGREEMENT

I understand that my child's participation in the NTID Next Big Idea is voluntary and that as a condition of my child's participation, I agree to ensure that my child is aware of the Office of Youth Protection and Compliance Participant Code of Conduct.

I understand that I am responsible for—and must closely monitor— my child's use of any technology related to the Program and any information shared.

The Program reserves the right to dismiss, in its sole discretion, any child whose condition, conduct, influence, or behavior is deemed unsatisfactory or detrimental to the best interests of the Program or his/her fellow participants or who violates the rules and regulations of the Program.

IDENTIFICATION AND ACKNOWLEDGMENT OF RISK

I am fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to, the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, digital footprint, reputation loss, compliance violations, brand hijacking, image replication, and I hereby elect to have my child voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property.

I further understand that as part of my child's participation in the Program there are dangers, hazards and inherent risks to which my child may be exposed. I further realize that participating in the Program may involve risks and dangers, both known and unknown, and I have chosen to allow my child to take part in the Program. Therefore, I, on behalf of myself and my child, have determined that it is reasonable to accept all risk of injury, loss of life or damage to property arising out of participating, and I, on behalf of myself and my child, do voluntarily accept and assume those risks.

CONSENT TO RECORDING AND COLLECTION OF INFORMATION

I understand that during the course of my child's participation in the Program, that the Program, and those acting with the Program's permission or authority, may capture my child's name, likeness, image, or voice in photographic, audio, video, digital or other recording forms ("Recordings"). I give my permission for the Program and RIT to use those Recordings or works produced by my child (*e.g.*, art work) ("Works") for promotional, commercial, informational, and educational purposes in any and all media (including the Internet) now existing or hereafter

devised, for any purpose consistent with the Program and RIT's mission. I understand that I will not have an opportunity to review or approve uses of the Recordings or Works.

I recognize that the Program and RIT holds the copyright in all Recordings and I, on behalf of myself and my child, grant the Program and RIT a perpetual license to use the Works. I understand that neither my child nor I will receive payment or any other compensation for the taking or use of any Recordings or Works created as a result of my child's participation in the Program. I agree that I shall not copy, reproduce, share or otherwise distribute in any way any images or personal information of any other participant or person involved in the Program.

I release, indemnify and hold harmless the Program and RIT from and against all liability, actions, debts, claims and demands of every kind whatsoever to the taking or use of the Recordings or Works of my child.

Caregivers who DO NOT want their child to participate in such media must contact NTIDOutreach@rit.edu.

I acknowledge that the Program and/or RIT may collect information from me and my child. In addition, I acknowledge that the Program may engage with third party service providers to provide online resources that will be used as part of the Program and that such third party service providers may collect information from me and my child. The third party service providers engaged for the Program include: Zoom, YouTube, and Google, etc.

I acknowledge that the information collected by each third party service provider, and how such information is used, is set forth in the privacy policy adopted by such third party service provider and available on such third party service provider's website. I hereby consent to the Program and its third party service providers to collect information from me and my child in connection with my child's participation in the Program.

RELEASE AND WAIVER OF LIABILITY

In consideration for the Program to allow my child to participate in the Program, I, as parent and/or guardian, authorize my child to participate in the Program and release, discharge and hold harmless the Program and RIT, its program directors, staff, clinicians and all other officers, directors, employees, volunteers, and agents from any claims or liability arising from my child's participation in the Program.

This Consent, Release, Waiver and Assumption of Risk Agreement ("Agreement") is governed by and shall be construed under the laws of the State of New York without regard to the principles of choice of law. Any claims, demands, or actions arising under this Agreement must be brought in the state or federal courts in the State of New York, Monroe County, and I consent to the jurisdiction of the State of New York for all purposes under this Agreement.

This Agreement is a continuing consent, release, waiver and assumption of risk with no limitations or reservations, unless and except those stated herein, and is binding on me and my child and our heirs, executors, administrators, legal representatives, assigns and successors in interest. Any copy of this document has the full force and effect and is as binding as the original.

In signing this Agreement, I acknowledge that I have read both pages of this Release Agreement form, understand it, and agree to be bound by its terms. I further acknowledge that I am the parent or legal guardian of the Participant and that I sign this Release Agreement voluntarily.

Name of Parent or Guardian (printed) Signature Date

Name of Participant (printed) Signature Date

THIS IS A RELEASE OF LEGAL RIGHTS AND AN ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. READ AND UNDERSTAND BEFORE SIGNING.

ACTIVITY DETAIL FORM

(To be completed by Program Director)

Name of Activity: Next Big Idea

Date(s) of Activity: January, February & March 2024

Description of Activity: Webinar and Zoom meeting with teams.

I am fully aware of the risks and hazards associated with the activity, and hereby elect to voluntarily participate in this activity.