

**I AGREE TO READ, UNDERSTAND AND ABIDE BY THE TERMS OF THIS PROGRAM PARTICIPANT AGREEMENT, THE PARENT/ GUARDIAN GUIDE AND ALL PROGRAM INFORMATION, AS MODIFIED FROM TIME TO TIME.**

**CHILD’S PHYSICAL CONDITION AND EXPECTED BEHAVIOR:** I hereby declare my child/ward to be physically sound, having medical approval to participate in the activities of the CCPR Program (the “Program”). My child’s/ward’s health history listed on the CCPR Info Form is correct so far as I know, and my child/ward has permission to engage in all prescribed Program activities. I understand that it is my responsibility to promptly notify my child’s/ward’s Site Supervisor in writing of any changes in my child’s/ward’s health. I certify that my child/ward is amenable to discipline and free from habits or attitudes which would compromise a positive experience for other enrolled children.

**EMERGENCY TREATMENT AUTHORIZATION:** I hereby authorize (a) CCPR to arrange for emergency transport and (b) medical personnel attending to my child/ward, to order X-rays, routine tests and treatment for my child/ward. In the event I am not able to communicate or cannot be reached in an emergency, I hereby authorize the attending physician to hospitalize, secure proper treatment for, and order injection(s) and/or anesthesia and/or surgery for my child/ward as listed on the CCPR Info Form. I agree that I will be fully responsible for any and all costs of such treatment, even if not covered by insurance and even if the need for such emergency services arise directly or indirectly from the negligence of the Indemnites defined and listed below.

**STAFF/CHILD RELATIONSHIP POLICIES:**

**Caregiving Outside the Program.** I understand that CCPR discourages but does not prohibit, CCPR employees from providing care (including babysitting services) outside of their employment with CCPR, to children enrolled in the Program. I agree that such an arrangement is a private matter solely between parents/guardians and the CCPR employee(s) which is necessary to disclose to the Site Supervisor of both the CCPR employee and the enrolled child(ren). Accordingly, on behalf of myself, my heirs and assigns, I agree that in the event I engage/hire a CCPR employee to provide private care to my enrolled child(ren)/ward(s) only or together with others (siblings, friends, etc.), (a) I will notify the Site Supervisor at the location(s) of the engaged/hired CCPR employee and the enrolled child(ren) of the arrangement and its start and end dates; (b) I will not interfere with the employee’s employment with CCPR and (c) I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AGREE TO HOLD HARMLESS AND INDEMNIFY the Carmel/Clay Board of Parks and Recreation, the Carmel Clay Parks Building Corporation, the City of Carmel, Clay Township, their officials, officers, members, independent contractors, employees (except the employee engaged/hired to provide private caregiving services) and volunteers (the “Indemnites”) from and against, any and all claims, losses, damages, suits, or actions of any nature whatsoever which directly or indirectly arise out of or are connected with or alleged to arise out of or be connected with, such private caregiving services, including reasonable attorney fees, court costs and other reasonably related costs incurred by any and all of the Indemnites.

**Communication.** Employee communications with children enrolled in the Program by electronic means such as computer, phone, texting, social media, etc. will be allowed **ONLY** to reasonably accommodate a private caregiving arrangement previously disclosed to the Site Supervisor(s) of both the engaged employee(s)’s and the enrolled child(ren). **Otherwise such communication is strictly prohibited.**

**Transportation.** **ONLY** during a private caregiving arrangement which has been disclosed to the Site Supervisor(s) of the enrolled child(ren) and engaged/hired CCPR employee(s), may the employee(s) be added to a CCPR Info Form as an “Authorized Person for Pick-Up” and transport such children to and/or from a Program location at which the CCPR employee is **NOT** scheduled to work.

**PHOTO/IMAGE:** Unless I have indicated otherwise, I agree that CCPR may use the name and image of my child(ren)/ward and/or myself in any and all social and other media outlets regarding the Program.

## **Continuation of Carmel Clay Parks & Recreation (“CCPR”) Extended School Enrichment/ Summer Camps Program Participant Agreement - Release & Indemnity - Page 2 of 2**

**FIELD TRIP TRANSPORTATION:** I understand that CCPR may use buses to transport my child/ward on field trips.

### **PROGRAM CLOSURE:**

**Pickup:** I understand that I will be contacted by phone when my child’s/ward’s Program Location is closed due to inclement weather or emergency, and that if my child/ward is not picked up by 10:00 a.m. I will be charged a late fee of \$1 for each minute past 10:00 a.m.

**Sickness:** I will not send a sick and/or contagious child (temperature under 100 degrees for 72 hours without medication) to the Program and that when my child/ward is found to be ill and/or contagious while at the Program, I will arrange to pick up my child/ward immediately upon notification via phone. All medication (prescription and nonprescription) requested to be given at the Program must be provided in the original container with written permission.

**PAYMENT POLICY:** I understand that payment is due in advance and that should my child attend the Program without payment made in full, I will be charged the applicable drop-in rate for the Program. I understand that failure to pay in full is subject to a \$10 late payment fee. Cancellations are subject to a \$10 service charge, which is a per-child-per-session/week charge.

### **SUSPENSION/EXPULSION POLICIES:**

**Behavior Issues.** I understand that should my child’s/ward’s behavior result in a suspension (per the Behavior Consequence Rubric which I have received) or present a real threat of harm to self or others, CCPR has the right to expel such child from the Program, and this Agreement may be terminated with verbal notification as to such child.

**Drop off/Pick up.** I understand that (a) failure to walk my child/ward into the Program location upon drop-off may result in Program expulsion, (b) failure to pick up my child/ward by the end of Program time will result in a \$1 per minute, per child, late pick-up fee and (c) if my child/ward is not picked up within one hour after the Program ends, and all emergency contact attempts have been exhausted, the local police will be notified and my child/ward may be immediately expelled from the Program.

**RELEASE AND INDEMNITY:** In consideration of my child's/ward's participation in the Program, I acknowledge the inherent risks associated with offered and utilized physical fitness and other activities that are associated with the Program and that due to the physical exposure to other persons and/or the physical nature of any such activity, I and/or my child/ward could contract serious illness for which there is no effective treatment and/or suffer serious injury (including but not limited to, broken bones, lacerations, and concussions) and that death to my child/ward could result, AND ON BEHALF OF MY CHILD/WARD, MYSELF, MY HEIRS AND ASSIGNS, I HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, AGREE TO HOLD HARMLESS AND INDEMNIFY THE CARMEL/CLAY BOARD OF PARKS AND RECREATION, THE CARMEL CLAY PARKS BUILDING CORPORATION, THE CITY OF CARMEL, CLAY TOWNSHIP, THEIR OFFICIALS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AND INDEPENDENT CONTRACTORS (“Indemnitees”) from any and all claims of liability for personal injury and/or illness, including death, or property damage that my child/ward or I, my heirs and assigns may suffer directly or indirectly arising out of or relating in any respect to my child’s/ward’s participation in the Program even if said injury/illness, damage, or loss results from the negligence of any or all of the above-identified Indemnitees. This agreement to indemnify and hold harmless Indemnitees includes my responsibility to pay all attorney fees, court costs and other reasonably related legal costs incurred by Indemnitees and arising from or relating in any respect to my child's/ward's participation in the Program and/or my breach of any or all terms and conditions contained in this Program Participant Agreement. The laws of the State of Indiana shall govern any disputes or other matters relating to this provision and this Program Participant Agreement and any action shall be brought in any state court of competent jurisdiction in Hamilton County, Indiana.

**I have carefully read and understand the terms of this Program Participant Agreement. I am entering into this legally binding agreement of my own free will knowing that I am releasing certain legal rights that I or others otherwise may have.**

Participant Name

Parent/Guardian Printed Name

Parent/Guardian Signature

Date