

Catskill Community Center
Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Catskill Community Center (CCC) (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the CCC, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, familiarize him/herself with the premises and facility or the affiliated program. It is further warranted that such entry into the CCC for observation or use of any facilities or equipment or participation in such affiliated program have been observed and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CCC FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE CCC, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the CCC, its Directors, Officers, Employees, and Agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the CCC.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the CCC premises or in any was observing or using any facilities or equipment of the CCC or participating in any program affiliated with the CCC whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BOSILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releases or otherwise while in, about or upon premises of the CCC and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the CCC.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Signature of Applicant/Parent _____

Print Name of Applicant/Parent _____

Print Name of Child in Program _____

Date _____

Catskill Community Center Program Policy Form

Catskill Community Center (CCC) youth program standards require that we have documentation verifying that each child's parents understood and accept our policies on the following issues. Please read the policies listed and sign your name below to indicate your understanding of these policies.

1. **Discipline Policy**
 - A. Our first step is being proactive in our approach towards behavior management.
 - B. The expectations listed below in bold are the general expectations we have for all of our program participants.
 - I. Respect for others
 - II. Safety first
 - III. Speak for yourself – Listen attentively
 - IV. Be responsible
 - C. Our discipline structure is as follows (and may be modified depending on the severity of the incident):
 - I. First incident: Participant meets with Program Staff – Volunteer
 - II. Second Incident: Program Staff and Participant call Parent/Guardian
 - III. Third Incident: Program Staff meets with parent/Guardian (possible suspension)
 - IV. Further incidents will warrant suspension or removal from program.

2. **Special Concerns**

Prior to the time of registration, any behavioral problems or special physical, emotional allergies, psychological or medical needs of your child should be identified and discussed with Program Staff

3. **Filed Trips**

A parent's signature on this form permits the child to leave the CCC on authorized trips under the supervision of the CCC staff. Parents may review a written schedule of activities to be conducted off the CCC premises; as it will be posted in advance.

4. **Medical Treatment**

The CCC does not normally administer any medication and will do so ONLY when directed in writing by the child's parent/guardian. However, in the event of an emergency in which the parent can not be contacted, emergency medical staff and the CCC may take appropriate action in the best interest of the child.

5. **Payment Policy**

By signing this form, parents indicate that they understand policies concerning deposit, payment, cancellation and refunds for fee-based programs. Participants may not register for a new fee-based program until outstanding balances due on past programs are paid in full. Full payment for program is due prior to the start of such program unless otherwise stated.

6. **Photography Waiver**

By signing this form, parents permit the CCC to use pictures of their child as a program participant in promotional literature published by the CCC.

7. **Refunds**

I understand that no refunds or adjustments for fee-based programs are granted for illness or vacation unless notice has been given at least one (1) week in advance of the program or prior to the deadline stated for any particular program. All refunds are processed at the end of the month in which the programs starts. Program payment is not transferable from one participant to another. Deposits are non-refundable.

Catskill Community Center Permission for Medical Treatment

I authorize the Catskill Community Center to arrange for transportation in case of accident or acute illness of my child. In the event that the CCC is unable to reach the designated contact to receive instruction for my child's care, consent is given to any licensed physician and/or surgeon called or whom my child is taken, for treatment by him/her to administer drugs and medication, and to perform such surgical treatment as he/she shall think the existing emergency requires for pain relief and/or preservation of my child's life, and/or health and well-being.

Cost incurred for treatment of sudden illness or accident will be processed initially through my insurance prior to submitting claim to the CCC. This authorization and consent for treatment is given to the CCC in conjunction with any authorized event.

I understand and agree to the policies stated above.

Signature _____

Print Name of Parent/Guardian _____

Print Name of Child _____

Date _____