

Participation Agreement and Waiver Form UGA Community Music School

PROGRAM/ACTIVITY INFORMATION

Program/Activity Name UGA String Project

Date(s) September 2020 - April 2021

Location online

PARTICIPANT INFORMATION

Name _____

Address (include city/state/zip) _____

Phone _____

Date of Birth _____

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

I (Name) _____, the parent or legal guardian of the Participant, (Name) _____, for the sole consideration, the sufficiency of which is hereby acknowledged, of the right to participate in the event or program described as Program/Activity Name (the Program), do hereby agree to the following relating to the Program.

I fully and voluntarily consent to my child's participation in the Program. I hereby acknowledge my awareness that participation in the Program may expose me/my child(ren) to risk of property damage, bodily or personal injury. Participation could include certain activities such as engaging in online or streaming services and programming. I understand that the risks that I/my child may encounter include, but are not limited to internet or phone disruption or distortion, technical failure, loss of data, unauthorized access of personal information, interruption of the session by unauthorized persons, and other associated risks of using the internet and third party websites and apps,. I knowingly and freely assume any and all such risks.

In exchange for being allowed to participate in the Program, I hereby release and forever discharge and agree to indemnify the University of Georgia the Board of Regents of the University System of Georgia, its members individually and their officers, agents and employees from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind, arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with my participation in the Program. I further covenant and agree that for the consideration stated above, I will hold forever harmless and will not take legal action against the University of Georgia, the Board of Regents of the University System of Georgia, its members individually, and their officers, agents, and employees for any claim for damages arising or growing out of my participation in this activity whether caused by negligence or otherwise.

I understand that the acceptance of this Release, Waiver of Liability, and Covenant not to sue shall not constitute a waiver, in whole or part, of sovereign immunity by said Board, its members, officers, agents, and employees.

I understand that as a state agency, the University of Georgia is exempt from licensing by the Georgia Department of Early Care and Learning for minors programs.

I certify that I understand and have read the above carefully before signing. I acknowledge and represent that I freely and voluntarily sign this Agreement, and that it is my express intent that this Agreement shall contractually bind my heirs, executors, administrators, and assigns, and my child's heirs, executors, administrators, and assigns, as well as myself and my child.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____

Photo and Media Release

_____ Yes, I (Name) _____, the parent and/or legal guardian of _____, the Participant, hereby give the University of Georgia, and the Board of Regents of the University System of Georgia, the right and permission to use, reproduce, edit, exhibit, project, display, copyright and/or publish my/my child's images, likeness, and voice in which I/my child may be included in the whole or in part, developed during participation in the Program/Activity and thereafter, and to circulate the same in all forms and media for any lawful purpose whatsoever. My consent includes, but is not limited to, images, likenesses and recordings that may be deemed to be educational records under the Family Educational Rights and Privacy Act of 1974 ("FERPA").

I understand and agree that my/my child's image will become part of the University of Georgia's photograph file and that it may be distributed to other organizations or individuals for use in any publications, media, or technology now known of or hereafter developed in the future for any lawful purpose whatsoever without further permission from me. I also understand that I will receive no compensation in connection with the use of my/my child's image.

I hereby waive the right to inspect or approve my/my child's image or any finished materials that incorporates the image. I further release, discharge, and agree to waive the University of Georgia, and the Board of Regents of the University System of Georgia, their licensees, successors, legal representatives and assignees from any liability for violation of any personal or proprietary right that I may have in conjunction with said pictures or images and with the use thereof. I further acknowledge and agree that the University of Georgia and the Board of Regents of the University System of Georgia and its members, their officers, agents, and employees shall not be responsible for any of such image, likeness or recording by any third party accessing it through the internet or any other means.

_____ No, I do not grant permission for my/my child's image, likeness or recording to be used in any form, unless necessary for the administration of the program in which my child is participating.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____

The UGA String Project is providing online lessons and classes electronically via Zoom and Youtube from September 2, 2020 through November 18, 2020. Your online information has been collected in order to obtain your consent for your child's participation in the Program. In the event your consent is not provided within a reasonable time, your online contact information will be deleted.

Electronic Consent for Programs/Activities Involving Minors

[Please read carefully as this is a binding agreement.]

This Electronic Consent describes some of the unique aspects of programming involving minors via electronic means. Please carefully review the information that follows as some of the conditions and required precautions may be different than prior programs/activities involving minors.

- The Program will be fully remote. Therefore, electronic communication through phone and computer will be utilized and you, or your designee, must provide appropriate supervision of your child at all times during the Program.
- Zoom, Skype or FaceTime will be the designated platform used for the Program. Zoom is a platform/service operated by the University of Georgia but Skype and FaceTime are not.
- By your signature below, you agree that the Program may collect, use, and/or disclose certain basic personally identifying information about you and your child as necessary during the Program for administration of the Program and use of the above-referenced apps and web-based platforms/services, including but not limited to first name, last name, email address, phone number, username, log-in data and platform usage records, and photo/video/audio file containing a child's likeness, for administration of the Program and use of the above-referenced apps and web-based platforms/services.
- You or your child may be required to register directly with the third-party platform/service in order to participate in the Program. It is your responsibility to review these platforms/services carefully prior to use to understand their user agreements and privacy policies, which are generally available on their websites.
- Please be advised that websites and apps may have geolocation and/or tracking devices that allow automated software or other entities to know that you've visited these sites, when and how often the username logged into the site, the type of device used to access the site, IP addresses, or applications which may be used to attempt to sell you other products.
- Program Staff may recommend additional websites or apps in the course of the Program outside of the platform/service identified above. Please inform the Program Staff at any time if you do not want your child to be provided third-party sites or apps as supplemental resources.

- The University of Georgia’s Privacy Policy is located here:
https://eits.uga.edu/access_and_security/infosec/pols_regs/policies/privacy/
- Unless required by applicable law or court order, the Program will not disclose your child’s personal information to third parties without your consent.
- Program Staff will take steps to protect your child’s privacy by ensuring that they have a private and secure space to hold the Program and by utilizing a secure internet connection. You are responsible for taking steps to protect your child’s privacy, including finding a space that is quiet and minimizes distractions. You are advised to use a secure internet connection, not public/free Wi-Fi, and safeguarding any username and password.
- Though the Program is using a secure platform, there are some inherent risks to privacy and confidentiality anytime that technology is used. Despite the reasonable efforts of you or the Program, the transmission of personal information could be disrupted or distorted by technical failure, interrupted, or accessed by unauthorized persons. By consenting to your child’s participation in this program, you are indicating that you understand and agree to these risks.
- In the event the Program is being delivered synchronously, Program Staff will confirm a telephone number where your child can be reached should the video session connection not work or be disrupted.
- You agree and understand that email is not a secure form of communication and should not be utilized to share sensitive information about your child with the Program.
- At this time, the Program will not be doing audio or video recording of program sessions. As a condition of participation, participants and parents/guardians also agree not to record or capture any part of program sessions.

By your signature below, you are stating that you have read and understand the contents of this Electronic Consent, that you understand the additional and specific risks of electronic programming, and that you will appropriately supervise your child while utilizing technology required for this Program.

You may withdraw your consent at any time by contacting the CMS office. Please note that revocation of consent may impact a Program’s ability to continue to serve your child.

Name of Minor Child/Participant: _____

 Name of Parent/Guardian Signature of Parent/Guardian Date