

## ENROLLMENT AGREEMENT

### 1. *Into the Future Participation Authorization & Waiver of Liability*

#### a. Participation Authorization

I am at least 18 years old and enrolling on my own behalf of, or I am the parent or legal guardian of a minor ("Participant") who is enrolling in a class, club, summer program or other event ("Program") by or with Forward Elements Inc. DBA Into the Future ("ITF").

I give authorization and approval for my Participant's involvement in any and all of the activities of the Program led by ITF.

I certify that the Participant is in good health and that the Participant has no limitations that with or without a reasonable accommodation would preclude their safe participation in a Program led by ITF.

I acknowledge that the above is not inclusive of all possible risks associated with the Program and that the above in no way limits the extent or reach of this release.

#### b. Assumption of Risk and Waiver of Liability

I recognize and understand there are certain risks and dangers inherent in participating in any type of activity, including those that are offered in ITF's Programs. Accordingly I assume full responsibility for all such risks taken and any injuries incurred by a Participant during the course of ITF's Programs.

By enrolling the Participant in an ITF Program, I agree to release, indemnify and hold harmless on behalf of myself, my heirs, representatives, executors, administrators, and assigns ITF, its officers, agents, employees, personnel, volunteers and any other person or entity acting on ITF's behalf ("Released Parties") from any cause of action, claims, or demands of any nature whatsoever, including but not limited to, a claim of negligence, which I, my heirs, representatives, executors, administrators, and assigns may now have or have in the future against the Released Parties, on account of any personal injury, property damage, death or accident of any kind arising out of or in any way related to my Participant's enrollment in an ITF Program.

I additionally agree to indemnify, hold harmless, and defend the Released Parties for, from, and against any defense costs or expenses arising from or related to any and all actual or alleged claims, injuries, liabilities, or damages related to our presence or participation, except for those arising from the gross negligence or willful misconduct of the Released Parties.

Through my signature below, or checking the appropriate box during online registration, I acknowledge that I have read this Enrollment Agreement and understand that it includes an assumption of the risk and a release of liability. I understand that ITF is relying on this waiver in allowing my Participant to participate in the Program.

## **2. *Program & ITF Facility Policies***

### **a. Arrival & Dismissal**

Travel to and from ITF Programs is the responsibility of the Participant and their parents/guardians. The Participant may self-arrive and self-dismiss if the Participant is over 18, or if permission in advance is provided in writing to ITF by the parent or guardian.

### **b. Participant Cancellation Policy**

There is a 48-hour grace period from the time when your payment was processed to cancel your Program reservation for a full refund (minus processing fee). Full refunds apply only to registrations that have been requested at least one week prior to the start of Program's classes. Cancellations one week prior to the start of Program's classes will receive a 50% refund (minus processing fee). Families may alternatively ask for a credit applied to future Programs. Once a Program starts, there is no refund but families may receive a credit applied to future Programs.

### **c. Absences/Missed Classes**

For multi-week classes, ITF will deliver a 30-minute make up digital session for missed classes due to illness or unforeseen difficulties. This may be done as a group experience or through on-line programming. The cancellation policy in Section 2(b) remains in effect at all times.

### **d. ITF Cancellation/Rescheduling Policy**

ITF may need to cancel, modify or reschedule parts of a Program due to a variety of reasons. In such situations, ITF will notify you of such changes in a timely manner and provide options for participating in the rescheduled Program or other Programs if preferred.

### **e. Food/Snack Policy**

A Participant is expected to bring whatever food, snacks, water, and/or drinks they need. ITF may provide healthy snacks and drinks for any Participant who arrives without a snack for any reason. Special Events and Programs may include plans for meals as stated during sign up and registration of those Events and Programs. All food must be tree-nut

free and not require refrigeration. Indemnification and hold harmless language in Section 1(b) applies equally to all food provided to the Participant while under ITF's care.

f. Allergies

I have alerted ITF of any medical issue, dietary issue, allergy, or illness that could impact the safety and wellbeing of the Participant and their peers in the Program. If the Participant might require an EpiPen, other medical device or medication, I have given it (labeled with the Participant's name) to ITF staff with explicit, written instructions.

g. Emergency Medical Treatment

I give permission to ITF to obtain the necessary emergency medical treatment for the Participant, with the understanding that the family is notified as soon as possible. If the Participant receives an injury during the session, I am responsible for any medical expenses incurred.

h. Outdoor Health and Safety Policy

Outdoor Health and Safety Policy ITF has an on-premise gated outdoor area where young people may receive instruction and participate in group activities. ITF has my permission to take walking trips to neighborhood parks. The decision to have outdoor programming is made if children's comfort and safety is not significantly compromised by rain, thunderstorm activity, or severe heat. I understand that if I would like the Participant to wear sunscreen while outside, I will provide that in their bag each day. ITF will not apply sunscreen to the Participant, but will remind them to apply it, if requested by the parent or guardian.

Children should wear footwear that allows them to be active and safe. Parents may choose to have their children abstain from participating by alerting us at drop off or in advance by email/ text.

i. Lost and Found

ITF recommends that you label all personal items with your Participant's name. ITF is not responsible for any lost, stolen or misplaced items.

j. Safety Policy

ITF's Safety Policy can be found here.

### **3. *Media and Content Policies***

a. Content Created by Participant

In the course of participating in ITF Programs, your Participant may create various types of creative works, such as photographs, audio-video recordings, and software programs, in which he or she may own the copyright as a result of such efforts. I agree that all work created by my Participant while participating in an ITF Program may be used by ITF as part of its curriculum or in other promotional materials, marketing collateral and social media for any and all purposes, including recruitment, advertising, public relations, obtaining grants, or other purposes related to the mission and work of ITF, as well as for its historical records.

b. Photo/Video Release

I authorize ITF to take photographs, and audio/video recordings, audio and testimonials of my Participant and agree that ITF may use such content that contains my Participant's image and/or likeness in promotional materials, marketing collateral, and online media for any and all purposes, including recruitment, advertising, public relations, obtaining grants, or other purposes related to the mission and work of ITF, as well as for its historical records. I understand that personal identity information about the Participant will never be shared in conjunction with these photographs without my permission.

c. ITF Intellectual Property Rights

The ITF Programs contains copyrighted material, trademarks, and other similar proprietary information that is the exclusive property of ITF or is authorized to use it under license from third party rights holders ("ITF IP"). ITF IP is protected by copyright law, registered and unregistered trademarks, database rights, and other intellectual property rights and outside of participation in an ITF Program, may not be used without ITF's prior written consent.

#### **4. *COMMUNITY GUIDELINES***

a. Code of Conduct

I agree that I have read through, understand, and agree that my Participant will be held to the Code of Conduct set forth below. I also agree that I have reviewed the Code of Conduct with my Participant(s). I understand that a Participant may be dismissed from an individual session or from an entire Program for a violation of the Code of Conduct or for behavior that an ITF representative believes is disruptive to a Program. Refunds will not be given for Participants dismissed for failure of the to abide by the Code of Conduct.

If a Participant has had behavioral issues or is subject to disciplinary actions in his or her school, ITF requests you disclose any pertinent information before the start of a Program (or during the course of a program if such behaviors or disciplinary matters occur while he or she is participating in a Program). Should ITF learn that a parent or guardian has not disclosed such information and it is determined that the Participant is in violation of the Code of Conduct or has been disruptive to a Program, no refunds will not be issued.

A Participant exhibiting behavior that may be harmful to themselves or others may be gently held by ITF staff to prevent them from causing harm.

Participants May NEVER:

- engage in or threaten violence;
- bully, intimidate, or harass others;
- damage facilities or equipment;
- sexually harass others;
- view pornography or any inappropriate material (including sexual content, inappropriate violence, racism, bullying, etc.) on the Internet;
- steal property of others;
- engage in internet hacking;
- use or possess weapons

b. Mature Content

During our Programs, we may discuss mature social themes related to personal development, professional growth and social change. Participants may excuse themselves at any time they feel uncomfortable.

**Acknowledgement & Signature**

I have read and understand this Enrollment Agreement, including the Code of Conduct in Section 4, and the attached policy agreements, including the Safety Policy, and the COVID-19 Policy, and agree to its terms as acknowledged electronically during the registration process or by my signature below.

*Printed Name, Signature, Date*

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## Exhibit 1

### Safety Policy

#### Working with Young People-

Phil- below are the sections I took from the Carnegie Hall document that do not overlap with GameLab and that are important to either a. Fold into the Safety Policy or b. Include later in a Code of Conduct. Let us know if you agree with our choices for inclusion/ not. Please advise.

[https://docs.google.com/document/d/1C0a9pH71M5hskciY5PwULJWQ\\_sH-83ezsVVpi0C3L0I/edit](https://docs.google.com/document/d/1C0a9pH71M5hskciY5PwULJWQ_sH-83ezsVVpi0C3L0I/edit)

POTENTIALLY INCLUDE THIS AS THE OPENING TO THE SAFETY POLICY:

We are committed to providing a safe and secure environment for all young people. This safety policy applies to all activities involving a Participant participating under the authority and direction of Into the Future, whether on Into the Future's premises or offsite Program.

#### GROUP SUPERVISION\*

**PHIL- SHOULD THIS BE IN THE SAFETY POLICY OR internal CODE OF CONDUCT DOWN THE ROAD?**

Below are the recommended ratios of Staff to Participant

5 years & younger = 1 Staff per 6 Participants

6 to 8 years of age = 1 Provider per 8 Participants

9 to 14 years of age = 1 Provider per 10 Participants

15 to 18 years of age = 1 Provider per 12 Participants

- To the extent practicable, Participants should not be left unattended. Participants under the age of 11 must be supervised at all times.
- Apart from individual coachings, Providers should minimize the amount of 1:1 time spent with Participants and adhere whenever possible to the “rule of three,” with at least two Providers or two Participants in a group at all times.
- Participants should be restricted from areas in which significant potential safety hazards or liabilities may exist, and where strict safety precautions are required. Examples include, but are not limited to, mechanical rooms, construction zones, food preparation areas, and areas containing power tools or machinery with exposed moving parts.

#### INDIVIDUAL COACHINGS-

same question PHIL- Safety Policy or internal Code of Conduct down the road?

Individual coaching must be conducted whenever possible in a room or other space that is open or with windows, in view from outside the room when the door is closed. Rooms must remain accessible at all times.

Instructors working with Participants should remain mindful of the students' needs, expectations, and experience. If a Participant appears uncomfortable with any form of physical contact, the Provider should immediately cease the contact and report the incident to his or her supervisor (if the Provider is an Into the Future employee) or Into the Future contact (if the Provider is not an Into the Future employee). **Into the Future staff must promptly report any such incidents to the Business Owner of Into the Future..**



## **2) SAFETY POLICY**

### **First Aid and CPR**

Provider staff attend Red Cross training that covers **First Aid and CPR** and certifications are kept current.

### **Mental Health**

Provider staff attend mental health and trauma informed care training. This is mental health first aid preparation. More information on the training can be found at:

<https://thrivenyc.cityofnewyork.us/>

### **Background Checks**

Provider will perform background checks prior to the engagement or hiring of all people included as Providers as listed in the Enrollment Agreement, using publicly available databases including the sex offender registry. Additional background checks are performed for Provider staff, similar to those conducted by the DOE and other New York City youth-serving agencies.

Background checks are re-run annually on all Provider staff using publicly available databases, including the sex offender registry, to ensure information is current.

### **Fire and Evacuation**

All Provider staff are trained on where to find important safety items at Into the Future's location, including:

- Exit doors
- Fire extinguisher
- Smoke and CO2 detection systems
- First aid kit (OSHA Certified)

Floor plans indicating where these items posted for staff and anyone in the space to see.

Emergency evacuation meeting areas are established in the event of an emergency.

In emergencies, Staff are not permitted to be alone with a Participant at any time and are instructed to stay as a group.

### **Suspicious Person in Space Policy**

Provider Staff is trained to monitor and prevent unauthorized persons from entering the space. Authorities will be called if needed.

Provider staff will not provide contact or status information about the Participant in person or over the phone, to anyone who cannot prove they are the Participant's parent or authorized caregiver.