

CITY PARKS FOUNDATION

LEARNING GARDENS SUMMER 2020 INTERNSHIP WAIVER AND RELEASE OF LIABILITY

In exchange for the student being allowed to participate in the Learning Gardens Summer 2020 Internship program (the “Program”) activities, the parent/guardian (“Parent”) on behalf of the participating student (“Student,” collectively “Students”), or Student on behalf of themselves if 18 years or older, agrees as follows:

- 1. Assumption of Risk:** Student, or Parent on behalf of Student, understands and agrees that the activities may include without limitation - outdoor education sessions in parks, gardens, along the waterfront, or in shallow water (together with any virtual versions of the foregoing or other participant activities in which Child participates, the “Participant Activities”). Student or Parent understands that certain Student Activities may be dangerous, hazardous and involve inherent risks, including harm, bodily injury, personal injury, illness, death, property damage and/or property theft. Student, or Parent on behalf of Student, agrees to abide by the City Parks Foundation's safety rules and procedures while participating in Student Activities, including the use of any safety equipment provided, and Student or Parent understands that failure to do so may result in removal from the Student Activities. Student, or Parent on behalf of Student, is knowingly and voluntarily participating in, or knowingly or voluntarily allowing Student to participate in, the activities with an express understanding by Student or Parent of the danger involved, and hereby agrees to assume any and all risks of harm, bodily injury, personal injury, illness, death, property damage and/or property theft from the Student Activities, COVID-19 Risks (as defined below) and/or Medical Treatment (as defined below), and release City Parks Foundation and its affiliates and its and their directors, officers, employees, agents, affiliates, shareholders, successors, assigns and representatives (the “Releasees”) from all liability for harm, bodily injury, personal injury, illness, death, property damage and/or property theft resulting from the Student Activities, whether caused by the negligence of City Parks Foundation or otherwise.
- 2. Medical Treatment:** If Student is injured and requires medical attention, Student, or Parent on behalf of Student, gives consent to the Releasees to obtain emergency medical treatment on Student’s behalf. Student or Parent, as applicable, releases and discharges the Releasees from any claim which may arise on account of any first aid, treatment or service rendered in connection with the Student Activities (“Medical Treatment”), whether caused by the negligence of City Parks Foundation or otherwise. Student or Parent, as applicable, agrees to pay all costs associated with the Medical Treatment that Student receives.
- 3. Use and Materials Release:** Student or Parent, as applicable, agrees to grant to the Releasees (and grant to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without Student or Parent’s knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, stream, share on social media, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the “Use and Materials”): (1) Student’s appearance at and/or participation in the Program; (2) Student’s name, likeness, signature, voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releases in connection with Student’s appearance at and/or participation in the Program. Student or Parent, as applicable, agrees that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. Student or Parent, as applicable, acknowledges and agrees that neither Student nor Parent, as applicable, shall be entitled to receive any compensation whatsoever in connection with the Releasees’ exercise of its Use and Materials rights.

4. **Waiver, Release and Indemnity:** Student or Parent, as applicable, hereby waives, releases and forever discharges and holds harmless the Releasees from any and all liability claims, causes of action, and demands of whatever kind or nature, either in law or in equity, that may be made by Student or Parent, as applicable, their family, estate, executors, administrators, next of kin, heirs, successors, affiliates or assigns arising from, resulting from or in connection with the Student Activities, COVID-19 Risks and/or Medical Treatment, including without limitation, any claims, demands or causes of action that Student or Parent, as applicable, may have against the Releasees with respect to any harm, bodily injury, personal injury, illness, death, property damage or property theft or actions of any kind that may accrue to Student or Parent, as applicable, as a result of the Student Activities, COVID-19 Risks and/or Medical Treatment wherever, whenever, or however the same may occur, whether or not caused in whole or in part by the negligence of the Releasees. Student or Parent, as applicable, covenants not to make or bring any claim released hereunder against any Releasee, and forever release and discharge the Releasees from liability under such claims. Student or Parent, as applicable, shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, incurred by, arising out of or resulting from any claim of a third party related to the Student Activities, COVID-19 Risks and/or Medical Treatment. Student, or Parent, as applicable, understands that the Releasees do not assume any obligation to provide financial or other assistance, including but not limited to medical, health or disability insurance.

5. **COVID-19.** Student, or Parent, as applicable, understands that there is a current pandemic throughout the United States, and the world based upon a contagious virus referred to as COVID-19. Student or Parent understands that while City Parks Foundation is taking all reasonable precautions to prevent the spread of COVID-19 as recommended by the United States Centers for Disease Control and Prevention and other governmental authorities, there is a still a risk that, by entering City Parks Foundation's premises and interacting with City Parks Foundation's employees, representatives and agents, Student, or Parent, as applicable, are at risk for contracting COVID-19. Student, or Parent, as applicable, will observe and obey all written rules, instructions, warnings, industry standards, safety requirements or procedures and further agree to follow any oral instructions given by City Parks Foundation or the employees, representatives, and/or agents of City Parks Foundation and other related authorities, including but not limited to the Safety Protocol attached as **Exhibit A**. Student or Parent, as applicable, takes full responsibility for Student (i) knowing and acting within Student's abilities and limitations and (ii) adjusting or ceasing participation in the Student Activities as needed to ensure Student's own safety and the safety of others. As used herein, "COVID-19 Risks" means any and all risks resulting from, or related to Student or Parent's access to City Parks Foundation's premises and Student or Parent's, as applicable, interaction with City Parks Foundation's employees, representatives and agents, including, without imitation: (a) those arising from or related to, in whole or part, any negligence, action(s), inaction(s), or omission(s) of City Parks Foundation, including without limitation those arising from or related to the maintenance of any premises; (b) those arising from or related to, in whole or part, Parent and/or Student's, as applicable, negligence, action(s), inaction(s), omission(s), or intentional or wrongful acts; (c) those arising from or related to, in whole or part, Parent and/or Student's, as applicable, harm, bodily injury, personal injury, illness, death, property damage and/or property theft; (d) those arising from or related to actions of any kind caused by Parent and/or Student's, as applicable, negligence, action(s), inaction(s), or intentional or wrongful acts, or which may hereafter occur through no fault, wrongdoing, or negligence of the Releasees; and (e) those arising from or related to any illness, injuries, loss, expense, or damage of any kind to any person or property arising in whole or in part, directly or indirectly, from Parent and/or Student's, as applicable, own negligence, action(s), inaction(s), omission(s), intentional acts, or wrongful acts.

6. **Governing Law; Jurisdiction:** This Waiver and Release of Liability shall be governed by and interpreted according to the internal laws of the State of New York without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any action brought in connection with this Waiver and Release of Liability shall be brought in the federal or state courts located in the borough of Manhattan, City of New York, and Student or Parent, as applicable, hereby irrevocably consent to the jurisdiction of such courts.
7. **Entire Agreement:** This Waiver and Release of Liability, including the Safety Protocol in Exhibit A, constitutes the sole and entire agreement of City Parks Foundation and Student or Parent, as applicable, with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Waiver and Release may not be modified without an agreement in writing signed by both parties. If any term or provision of this Waiver and Release of Liability is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver and Release of Liability or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver and Release of Liability is binding on and shall inure to the benefit of City Parks Foundation, Student and/or Parent, as applicable, and their respective successors and assigns.

STUDENT OR PARENT, AS APPLICABLE (THE “UNDERSIGNED”), HEREBY STATES THE UNDERSIGNED HAS READ AND UNDERSTOOD THIS WAIVER AND RELEASE OF LIABILITY. THE UNDERSIGNED CERTIFIES THAT STUDENT IS PHYSICALLY AND MENTALLY FIT TO TAKE PART IN ALL STUDENT ACTIVITIES, AND THE UNDERSIGNED UNDERSTANDS THE NATURE OF THE RISKS THAT MAY ARISE FROM SUCH ACTIVITIES AND, STUDENT ON BEHALF OF PARENT OR PARENT ON BEHALF OF PARENT AND STUDENT, AS APPLICABLE, VOLUNTARILY ASSUMES ALL SUCH RISKS. THE UNDERSIGNED ACKNOWLEDGES THAT STUDENT OR PARENT, AS APPLICABLE, ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CITY PARKS FOUNDATION.

Print name of Student	(Signature of Parent or Student (if over the age of 18))	Print name of Parent (if applicable)
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Emergency Contact Name	Emergency Contact Number	Date
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I chose to opt-out of Section 3 or the “Use and Materials Release”

Student or Parent acknowledges and agrees that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by Student, and shall be binding on Parent and Student.

In consideration of Releasees possibly including Student in the Program, Student or Parent, as applicable, hereby agrees to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to Student’s participation in the Program, if any.

EXHIBIT A

Safety Protocol

LEARNING GARDENS SUMMER 2020 INTERNSHIP COVID-19 SAFETY PROTOCOL ACKNOWLEDGEMENT AND CONSENT AGREEMENT

With the spread of COVID-19, new health and safety protocols are necessary to ensure students in the program (each a “Student,” collectively “Students”), their parents or guardians (“Parents”), or Student on behalf of self if 18 years or older, families, and staff members are as safe as possible. City Parks Foundation (“CPF”) is taking all reasonable precautions to prevent the spread of COVID-19 as recommended by the United States Centers for Disease Control and Prevention and other governmental authorities. The following daily protocols (“Safety Protocol”) MUST be followed by staff, Student and Parents in order to participate in our programs this year:

- 1) Parents or Students or emergency contact, as applicable, are required to attend the pre-season virtual orientation session, ensuring understanding and consent to follow all health precautions and accept the conditions of their child’s participation.
- 2) Parents or Students, as applicable, are responsible for screening themselves or their Student at home before arriving. Students with a fever or other COVID symptoms should stay at home. Parents or Students, as applicable, must notify the CPF director if they or their Student exhibits symptoms or tests positive for COVID-19 while enrolled in the program, so that contact tracing can be instituted.
- 3) Every day of programming, staff will require Student, or Parent on behalf of their Student, to answer several questions, online or in person, about whether the Student has: (a) knowingly been in close or proximate contact in the past 14 days with anyone who has tested positive for COVID-19 or who has or had symptoms of COVID-19; (b) tested positive for COVID-19 in the past 14 days; and/or (c) has experienced any symptoms of COVID-19 in the past 14 days.
- 4) Upon arrival, Students will be required to check-in, sanitize their hands, answer health questions, submit to a temperature check and proceed to a designated area where social distance will be maintained. Staff reserves the right not to admit any Student, or isolate and dismiss any Student during the program who exhibits any COVID symptoms, including fever, cough and lethargy.
- 5) As daily attendance will be strictly monitored, parents are required to notify the on-site supervisor if their child will be absent, or can no longer attend class for any reason. Because space in our programs is restricted this summer, multiple unexcused absences may be grounds for student dismissal.
- 6) Throughout the programming, Students, Parents, and staff members will be required to practice hygiene such as hand washing in the following instances: upon arrival to the first program activity; between all program activities; after using the restroom; before eating; and before departing the last program activity.
- 7) Students and Parents must wear a mask when arriving at the program and during the program when social distance is not possible. Facemasks must be worn properly, covering the nose and mouth.

- 8) Aside from a water bottle, Student will not bring any personal items from home (unless otherwise required for their health or safety) and will not share any personal equipment with other students. No eating will be permitted during program hours. CityParks Learn programs will provide a small, packaged snack that will be provided at the end of the program for consumption once they depart the program site.
- 9) All CPF equipment will be either sanitized daily, issued to one student for the duration of the program &/or handled using disposable gloves.
- 10) The program director reserves the right to dismiss and/or deny access to the property to any Student or Parent who does not follow the above procedures. Any dismissal due to a Parent or Student's failure to follow these rules shall in no case result in compensation for missed programming.
- 11) The Student consents to participating in the CPF Learning Gardens Summer 2020 internship, and acknowledges that their participation in all virtual learning components is a mandatory condition for receiving a stipend payment.
- 12) Pursuant to the electronic submission of the following general educational deliverables
 - completion of daily checks for understanding/comprehension
 - completion of Concept Statement Outline for proposed urban agriculture business by end of week 2
 - completion of finalized business plan by end of week 4

the intern will be entitled to a \$1,000.00 stipend that will be paid in two equal installments: one at the midway point and the second at the end of the internship period.

This Safety Protocol is subject to the Waiver and Release (the "Waiver") signed by the Parent on behalf of the Parent and Student, or by the Student if over the age of 18. If any term or provision of this Safety Protocol conflicts with the Waiver, the Waiver shall control.

Student, or Parent on behalf of Parent and Student, agrees to adhere to all of the above protocols, which Student or Parent recognize are subject to change depending on current local and state regulations:

Print name of Student or Student if over 18	(Signature of Parent or Student)	Print Name of Parent or Student
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Emergency Contact Name	Emergency Contact Number	Date
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Parent acknowledges and agrees that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by Student, and shall be binding on Parent and Student. Furthermore, in consideration of Releasees possibly including Student in the Program, Student or Parent, as applicable, hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Safety Protocol (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to Student's participation in the Program, if any.