

Camp Give by Magnified Giving
2021 Programming Consent & Waiver

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND
PARENTAL/GUARDIAN CONSENT AGREEMENT

This Release and Waiver of Liability, Discharge and Covenant Not to Sue (the "Release") is executed on this _____ day of _____, 20____, by _____ the parent or guardian ("Guardian") of _____, a minor child/volunteer/counselor ("Minor") in favor of Camp Give sponsored by Magnified Giving, a nonprofit organization, as well as its officers, officials, board members, agents, volunteers and employees (collectively herein, "CG"). The Minor desires and the Guardian agrees to allow the Minor to participate in CG as a camper, volunteer, and/or a counselor and engage in all activities related to CG. In consideration for participating, both Minor and Guardian hereby freely and voluntarily without duress execute this Release to unconditionally release CG from any claims or actions for damages arising from or otherwise related in any way to CG, under the following terms:

1. Guardian Status. By my acknowledgment below, I attest that I am the parent or legal guardian of the Minor named in this Release and that I have the authority to execute this Release on behalf of the Minor, and that I consent to the Minor's participation in CG.

2. Waiver and Release. Guardian and Minor release, discharge, and hold harmless CG and their respective members from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise from the Minor's participation in CG. The Guardian and Minor each understand and acknowledge that this Release discharges CG from any liability or claim that Guardian or Minor may have against CG with respect to bodily injury, personal injury, illness, death, or property damage that may result from activities at CG worksites. It is also understood that CG does not assume any responsibility for or obligation to provide financial or other assistance to the Minor, including, but not limited to, medical, health, or disability insurance in the event of injury, illness, death, or property damage.

3. Medical Treatment. Guardian and Minor release, discharge, and hold harmless CG from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Minor's time at CG.

4. Transportation. Guardian and Minor each release, discharge, and hold harmless CG and their officers, officials, board members, agents, volunteers, and employees from any and all liability, claim demand, action, or cause of action, of whatever kind or nature either in law or equity, arising from or by reason of any bodily injury, personal injury, or mental injury, known or unknown, including death, resulting from travel provided by or in connection with CG.

5. Photographic Release. Guardian and Minor each grant and convey CG all rights, titles, and interests in any and all photographic images and video or audio recordings of Minor or Minor's likeness or voice made by CG.

6. Behavior. Guardian and Minor understand that the Minor's behavior at CG must comply with all rules and regulations conveyed in the Camp Give by Magnified Giving Virtual Guidelines & Expectations.

In consideration for my Camper being allowed to participate in CG, I, the Parent/legal guardian, acknowledge and agree that:

- Should I have any questions, I will contact CG staff for advice and counsel. I will help to ensure that my child is on time for each session.
- CG will be provided via Zoom, and other CG, staff-approved digital programs. (i.e. Padlet, Kahoot!)
- CG Staff will serve as supervisors during Zoom gatherings.
- CG will record virtual gatherings when technology allows.
- Any photos or videos that I share may be seen by the other campers and their families, and on occasion, posted on CG social media sites or other promotional materials.
- I have read and understand the Camp Give by Magnified Giving Virtual Guidelines & Expectations below and understand that CG staff may release my Camper from Programming if the code is violated and no refund will be issued.
- I understand that while CG will take prudent precautions, participation in the CG involves potential risks, including without limitation, risk of cyber-bullying and harassment, and I voluntarily assume responsibility for all risks of my Camper's participation in the CG.
- I waive, release, and agree to hold harmless CG including without limitation its directors, officers, employees, volunteers, and agents from all liability for any harm that my Camper, I, or our property might suffer as a result of my Camper's participation in CG, except for liability arising from any act or omission by CG determined by a court of competent jurisdiction to constitute gross negligence.
- I will defend, indemnify and hold the MG harmless from and against any claims, demands, damages, liabilities, expenses, losses or every kind and nature, including but not limited to attorney's fees and costs, (collectively, "Costs") sustained or alleged to have been sustained in connection with or arising from my Camper's participation in CG

Camp Give by Magnified Giving Virtual Guidelines & Expectations

Zoom prohibits children under the age of 18 from creating their own Zoom accounts. When participating in Camp Give Zoom sessions, campers must be logged into a parent account. Zoom also requires that parents/guardians be present during a Zoom session in which their child is participating. We interpret "present" to mean nearby, not necessarily "sitting next to."

Camp Give Staff Supervision: Camp Give will provide training for all staff in the proper and secure use of Zoom. In addition to Magnified Giving Staff, staff from Square1 will serve as supervisors and will take the steps to ensure a safe environment during Zoom gatherings. Representatives from partnering nonprofit organizations will be present on the call, at times, to provide specialized instruction. CG staff will always be present during these guest sessions.

Zoom gatherings will be established with recommended security protocols in place. Password-protected meeting invitations will be sent to parents, not to campers. Only Camp Give staff can enable the recording of any online gathering. This eliminates the possibility that content from the gathering can be downloaded by other participants and shared externally. At least one Camp Give staff will be present at each Zoom gathering. We request that the name displayed on the screen for your child is first-name-only to protect their identity and privacy. Screen sharing by participants will be disabled. This eliminates the possibility that campers can inadvertently, or intentionally, share content on their screens with others. The private chats option will be disabled. This eliminates the risk of any inappropriate conversations taking place during the gathering. Staff will remain in the Zoom meeting until all campers have left the session. When technology allows, recordings and chat transcripts will be kept of Zoom sessions.

Other Zoom Considerations. During Zoom video/audio conferences, campers will be visible/audible to other participants (campers and Camp Give staff). It is also possible that participants may be visible to people in the other participants' households. If you and/or your child do not wish to share your camera and/or your audio capabilities, you may turn them off and simply attend the online session as a viewer; however, this may limit your ability to participate, depending on the format of the gathering. Just like at camp, we expect campers to be respectful, kind, and considerate. Have FUN! Interact, share and ask questions. Topics will be moderated by CG staff.

Please arrive at Zoom activities on time and be in a place where there is a minimum of distraction in the background. Please be dressed appropriately (e.g. wearing clothing appropriate for the classroom, no inappropriate language on clothing, etc.) Follow the instructions of the staff (e.g. muting, hand raising, etc.). If moderators become aware of inappropriate use and interaction of the group, bullying, aggressive language, inappropriate photos or videos, sharing or asking members for personal contact information, a reminder will be provided of group guidelines. If inappropriate participation continues, the participant will be removed from the group.

In signing the waiver and release form for Camp Give, I agree that I have read through, understand, and agree that I and my child will be held to the Camp Give by Magnified Giving Virtual Guidelines and Expectations. I also agree that I have reviewed the Virtual Guidelines and Expectations with my child. I understand that I and my child must act in a way that is in keeping with the Virtual Guidelines and Expectations and that my ability to

participate may be revoked if either of our actions or attitudes seem to be harmful to the atmosphere, to my student, other participants, or staff, in the opinion of CG staff. I and my student understand that CG reserves the right to remove the participant from the virtual setting without any prior warning for violating any of the terms of the Virtual Guidelines and Expectations. CG Staff may cancel all remaining programs and no refund will be issued.

7. Other. Guardian and Minor expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of Ohio. Guardian and Minor agree that in the event that any provision of this Release is held to be illegal, invalid, or unenforceable by any court of competent jurisdiction,

(a) such provision will be fully severable,

(b) this Release will be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the Release,

(c) the remaining provisions of this Release will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance.

THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS BY YOU. PLEASE READ CAREFULLY BEFORE ACKNOWLEDGING

I have read this Release and Waiver of Liability, Assumption of Risk, Indemnity, and Parental/Guardian Consent Agreement, and understand and acknowledge that I have given up substantial legal rights by checking the box below freely and voluntarily, without duress, including the right to sue CG.

Name of Legal Guardian

Acknowledgement of Legal Guardian Date _____

EMERGENCY CONTACT INFORMATION

PURPOSE - To enable Guardian to authorize contact if parents or guardians are unable to be reached. i.e. additional child care providers in the home.

Emergency Contact In an emergency, CG will FIRST attempt to contact the Guardian(s):
Name Cell or Primary # Home Work

If CG cannot reach the above, please list the other person(s) who may be notified and to whom your child may be released: Emergency Contact 1: Name Relationship Cell or Primary # Home Work

Emergency Contact 2: Name Relationship Cell or Primary # Home Work
