By signing up online, over the phone or in person for these classes you agree to the release, waiver and hold harmless agreement and additional policies listed below:

**RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT**

In consideration of participation in a class or activity (whether in-person or online) offered by the City of Sunnyvale, Department of Library and Recreation Services, I, the undersigned for myself and/or as the parent/guardian of the Minor named above, agree to indemnify and hold the City of Sunnyvale harmless and hereby waive, release and discharge any and all claims for damages, for death, personal injury, bodily injury (including illness and communicable disease) or property damage which I and/or the Minor may have or which hereinafter may accrue to me and/or the Minor against the City of Sunnyvale, its City Council, employees, agents, and volunteers from and against any liability arising out of or connected in any way with my and/or the Minor’s participation in this class or activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the person or entities mentioned above.

It is further understood and agreed that this waiver, release and assumption of risks has been freely entered into and is to be binding on my/our heirs and assigns.

Additionally, I fully understand that that my participation in the above-referenced activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. Knowing the risks, nevertheless, I hereby acknowledge that I and/or the above named Minor am voluntarily participating in this activity agree to assume those risks on behalf of me and/or the above named Minor and to release and to hold harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me and/or the above named Minor (or my/our heirs or assignees) for damages.

**VIRTUAL (ONLINE) CLASS RELEASE:** I hereby warrant and agree, that the conditions of my environment are safe, free from obstructions, and are suitable for participation in the above-referenced activity. I further understand and agree that any material downloaded, viewed or otherwise obtained through my participation in said activity is done at my own risk and the City is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other property used as part of my participation. I further understand that virtual classes may be recorded and agree to any such recording.

**PHOTOGRAPHIC RELEASE:** I understand that photographs, recordings, or videos may be taken during this activity, and hereby grant the City permission use my image and/or that of the named minor, which may be captured through video, photo, digital camera or other media during participation in online or in-person classes, for City of Sunnyvale promotional materials and publications.

**WITH MY ONLINE REGISTRATION OR IN-PERSON SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF SUNNYVALE AND I SIGN IT OF MY FREE WILL.**

**Policy Acknowledgement**

**COVID-19 MANDATORY HEALTH DIRECTIVES – REVISED YOUTH ACTIVITY/PROGRAM LIMIT**

*Updated: Dec. 14, 2020*

I understand that Santa Clara County’s COVID-19 Public Health Orders prohibit me from enrolling my child in more than one extracurricular after-school, child care or activity outside of school/distance learning pod during the same period. I certify that I understand the requirements of these orders and, for the duration of the City activity in which I am enrolling my child, will comply with those orders and not allow my child to attend more than one school or distance learning pod program and one other extracurricular child/youth activity, after-school program or child care program during the period of the activity for which I am enrolling.

**PARTICIPANT ILLNESS AND WELLNESS REQUIREMENTS POLICY**

I acknowledge that I have reviewed the Participant Illness and Wellness Requirements policy available online at Sunnyvale.ca.gov search “wellness.”

**ONLINE/VIRTUAL COURSE POLICY**

I acknowledge that I have reviewed the online course policy available online at Sunnyvale.ca.gov search “classes.”

**CAMPS – EPACT EMERGENCY CARD INFORMATION**

Within the next business day of registering for a camp, participants will receive an email from member.support@epactnetwork.com inviting you to complete a digital emergency card. Please take a moment to login and submit the required emergency card prior to the first day of camp.

**SAFETY – CONCUSSION MANAGEMENT**

I acknowledge that I have reviewed the concussion management information available online at Sunnyvale.ca.gov and search “concussion.”

**REFUND & TRANSFER POLICY**

I acknowledge that I have reviewed the refund and transfer policy available in the activity guide or online at Sunnyvale.ca.gov search “classes.”

**MISSED OR MAKE-UP CLASSES**

Make-up classes are offered only for class meetings canceled by the City of Sunnyvale. If a make-up class cannot be scheduled, staff will issue pro-rated refund or credit. Please make sure your contact information is current so we can reach you. The City does not offer make-up classes or issue credits when individual customers miss a class for illness or other personal reasons.