

Trinity Summer Online Program Waiver

Please read the following acknowledgements and waiver agreements, check the box on the application page to indicate your assent.

Notice Regarding Collection, Use, and Sharing of Personal Information

WE ACKNOWLEDGE

We acknowledge that Trinity collects certain personal information regarding participants in the summer program and their parents and guardians. This includes information that participants/parents and guardians provide in the registration forms, as well as information about activities on our webpages, as outlined in our [Privacy Policy](#).

We will use this information to operate the summer programs, to assess demand for our programming and improve our offerings, and to make parents/guardians aware of future activities and programs that may be of interest. If the program that you participate in is offered jointly with a partner organization, we may share your information with that organization, for the purpose of operating the program. We utilize the Zoom platform to provide virtual programming; you may review Zoom data collection and privacy policy settings here <https://zoom.us/privacy> and adjust your browser settings directly to exercise choices regarding your child's personal information.

Required waivers:

WE AGREE

We understand and acknowledge that participation in the Trinity Summer Program may involve risks, both known and unknown, which could result in personal injury, damage to property or injury to third parties. We understand that such risks cannot be eliminated without jeopardizing the program's essential qualities. RISKS INCLUDE, BUT ARE NOT LIMITED TO: (1) the nature of the activities; (2) acts of other participants in the program, or of employees or agents of Trinity; and (3) our child's physical condition, or his or her own acts or omissions.

We agree that our child is fully capable of participating in program activities, without causing harm to himself or others. We assume and accept full responsibility for our child and for injury, death, loss of personal property and expenses suffered as a result of those inherent risks and dangers identified to us, and those that aren't specifically identified, and as a result of our child's negligence in participating in program activities.

WE ACKNOWLEDGE AND ACCEPT AND ASSUME ALL RESPONSIBILITY FOR THE RISKS OF THE PROGRAM, KNOWN AND UNKNOWN, INHERENT OR OTHERWISE, WHETHER OR NOT SPECIFICALLY IDENTIFIED. WE ACKNOWLEDGE THAT PARTICIPATION IN THIS PROGRAM IS PURELY VOLUNTARY, WITH FULL KNOWLEDGE OF THE INHERENT RISKS.

WE AGREE

We agree that our child will be expected to and will cooperate promptly and fully during the program with all directives of any Trinity personnel. We understand that failure to cooperate or behave appropriately may result in the muting of our child over the Zoom platform so they will not disrupt a session. Persistent disruption may result in termination of our child from the Trinity Summer Online Program and we accept the judgment of Trinity, acting in its sole discretion, with respect to any such actions. And we understand that our child will be expected to be on time for his or her sessions.

WE AGREE

We hereby RELEASE, WAIVE AND DISCHARGE Trinity, its present and future rectors, vicars, priests, church wardens, vestrymen, lay leaders, owners, officers, directors, attorneys, employees, contractors, volunteers and agents, and each of their predecessors, successors, heirs, administrators, executors and assigns (collectively, the "Released Parties") from and against any and all claims, demands, damages, costs, expenses and causes of action (each, a "Claim") of any kind whatsoever which we may have or later may have against any of the Released Parties resulting from or arising out of our child's participation in the program.

We AGREE TO INDEMNIFY the Released Parties (i) from any Claim which may be brought by or on behalf of our child, or by any member of our child's family, for injury or loss resulting from those program risks described above, except injury or loss caused by gross negligence or by reckless, willful or wanton misconduct on the part of any of the Released Parties and (ii) from any Claim that may be brought by any third party arising from our child's acts or omissions.

We expressly agree that our waivers, agreements, and releases are intended to be as broad and inclusive as is permitted by the law, and that if any provision herein is held to be invalid, the remaining provisions shall continue in full legal force and effect. This document shall be governed by and construed in accordance with the laws of the State of New York.

WE AGREE

We consent and agree to: (a) the recording of our child's image (collectively, with our child's name and voice, "Likeness") in both still photographs and audiovisual media for the purpose of Trinity's archival use and marketing (including but not limited to sharing on Trinity's website and social media), whether conducted by Trinity or its representative; (b) the publication, distribution and dissemination of the Likeness for Trinity's marketing purposes in any and all media, whether now known or hereafter developed, including, without limitation, broadcasts, streaming video, brochures, reports, web pages or other promotional materials; and (c) Trinity's sole and exclusive ownership of all such materials containing the Likeness. We agree that neither we nor our child shall have any right to review or approve Trinity's use of the Likeness in such material. We hereby release and hold harmless the Released Parties from any and all Claims arising out of the use of the Likeness in accordance with the foregoing terms. We understand and agree that neither we nor our child will be compensated by Trinity in any way for its use of the Likeness.

By signing below, I assert that I am the above-listed child's parent or legal guardian with full right and authority to enroll him or her in the Trinity Summer Program.

SIGNATURE OF PARENT/GUARDIAN 1

SIGNATURE OF PARENT/GUARDIAN 2

DATE: