

# NC Scholastic Media Institute

## Participant Consent, Release and Waiver of Liability UNC-CH Online Programming

### **READ CAREFULLY BEFORE SIGNING**

In consideration for my child's participation in North Carolina Scholastic Media Institute hosted by UNC-Chapel Hill Hussman School of Journalism and Media ("Program"), I hereby release and forever discharge The University of North Carolina at Chapel Hill, its agents, officers, trustees, and employees ("University") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by my child, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE UNIVERSITY or otherwise, while participating in the Program, or while online or while completing assigned projects at home.

Program activities may include, but are not limited to the following: virtual group conversations, two to one online conversations, educational training, interactive learning sessions in an online platform.

### **IDENTIFICATION AND ACKNOWLEDGMENT OF RISK**

I am fully aware of the risks and potential hazards connected with participating in the Program, including but not limited to, the risk of data mining, phishing, viruses, malware, data breach of online information cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, image replication, and I hereby elect to voluntarily participate in the Program, and engage in such activity knowing that the activity may be hazardous to my child and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, that may be sustained by my child, or any loss or damage to property owned by me, as a result of my child being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF UNIVERSITY or otherwise.

### **CONSENT TO LIMITED DATA COLLECTION**

I hereby give permission for the University to collect information from me and my child through an online platform, for the limited purpose of Program registration and participation. I understand that this information will not be shared with any third-party, unless otherwise required by the third-party platform provider for participation. For additional information on the University's privacy policies, please visit <https://privacy.unc.edu/>

### **CONSENT TO PHOTOGRAPHY AND RECORDING**

I further hereby authorize the University to photograph and video/audio record my child during the Program. I hereby grant the University the irrevocable right and permission to use video footage and/or still photos of me on the University's website and in promotional flyers, derivative works, or for any other similar purpose without compensation to me. I understand and agree that video footage and/or still photos of me may be placed on the Internet, including social media.

I understand and agree that I may be identified by name in printed, Internet or broadcast information that might accompany the photograph or video image of me. I agree that all such portraits, pictures, photographs, video and audio recordings and any reproductions thereof, and all plates, negatives, recording tape, and digital files shall remain the property of The University of North Carolina at Chapel Hill. I waive the right to approve the final product.

I hereby release and forever discharge The University of North Carolina at Chapel Hill, its agents, officers, trustees, and employees from any and all claims and demands arising out of or in connection with the use of said videos/images, including but not limited to, any claims for invasion of privacy, appropriation of likeness, or defamation.

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## **RELEASE AND WAIVER OF LIABILITY**

I HEREBY EXPRESSLY RECOGNIZE AND ASSUME ALL RISKS ASSOCIATED WITH MY CHILD'S PARTICIPATION IN THE PROGRAM AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND HOLD HARMLESS THE RELEASEES. I AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys' fees, that may incur due to my child's participation in the Program WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. It is my express intent that this Participant Release, Consent and Waiver of Liability shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Participant Release, Consent and Waiver of Liability shall be construed in accordance with the laws of the State of North Carolina.

IN SIGNING THIS PARTICIPANT CONSENT, RELEASE AND WAIVER OF LIABILITY, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducement, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and I am the parent or guardian of the child participant, and I execute this Participant Consent, Release and Waiver of Liability for full, adequate and complete consideration, fully intending to be bound by same. My electronic signature on this document shall carry the same force as a physical signature.

Printed Student Participant Name: \_\_\_\_\_

Printed Parent or Guardian Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Reporting of illegal or inappropriate online behavior:

UNC-CH Protection of Minors Office: 919-843-8995, [protectionofminors@unc.edu](mailto:protectionofminors@unc.edu) or  
<https://campussafety.unc.edu/protection-of-minors/parents/>

UNC-CH Police Department: 919-962-8100 <https://police.unc.edu/>

# NC Scholastic Media Institute

## UNC Office for the Protection of Minors Participant Code of Conduct for Online Youth Programs, Camps, Event

*The Program has established rules and standards of conduct for all Participants. It is the responsibility of the Parent/Legal Guardian and the Participant to review the Program rules and standards of conduct. Dismissed Participants may not be eligible for a refund of any fees or expenses.*

### **Expectations of Participant Behavior and Conduct:**

- I am expected to be respectful of others. Harassment will be not tolerated. Hazing of any kind is prohibited. Cyberbullying is prohibited.
- The inappropriate use of imaging, screenshots, and digital devices is prohibited.
- Challenge myself to learn and advocate for my needs, including requesting help or accommodation when I need it.
- Be an active upstander- do what I can to help others or find help when needed.
- Follow staff, volunteer and guest instructions and raise concerns respectfully.
- Complete assigned individual and group projects on time.
- (If applicable): Contribute ideas and adhere to a youth-driven group agreement.
- Dress appropriately when on video.
- Participate in the digital environment to the same standard as a physical environment, including participating when called on, listening attentively, and minimizing distractions to others.
- Report inappropriate or illegal online behavior:

- UNC-CH Protection of Minors Office: 919-843-8995, protectionofminors@unc.edu or <https://campussafety.unc.edu/protection-of-minors/parents/>
- UNC-CH Police Department: 919-962-8100 <https://police.unc.edu/>

### **The following may result in being dismissed from the program:**

- Bullying, harassing or using derogatory language towards another person or group of people.
- Being under the influence of alcohol or drugs.
- Repeated absences or failure to meet agreed upon program work requirements.
- Violation of a University code, policy, or regulation.

### **What are the consequences if I do not met expectations of the program?**

- Staff will me give a verbal warning regarding behaviors and actions that are not allowed and in most cases give me an opportunity to correct the behavior.
- Depending on the behavior, they may also contact my parent or guardian.
- In some cases, staff may require me to sign a corrective action plan in order to stay in the program.
- Some behaviors may result in immediate suspension or termination.

### **PARTICIPANT AGREEMENT**

I understand that as a condition for participating in the Program I must comply with the Program's rules and standards of conduct and follow all reasonable direction of the Program Staff. Failure to comply with the Program's rules and standards of conduct or failure to comply with the reasonable direction of Program Staff may result in my being dismissed from the Program.

**YOUR STUDENT SIGNED HERE.**

**PARENTS/GUARDIANS: READ AND SIGN THE NEXT PAGE.**

# NC Scholastic Media Institute

## **Program staff commit to:**

- Respectful and effective communication with all participants and parents/guardians
- Ensuring a safe and fun experience
- Not sharing personal information, email or social media account with minor participants
- Addressing problems that are brought to our attention
- Creating an environment where everyone is welcomed and given the opportunity to succeed.
- Any Authorized Adult or Program Staff or other Mandatory Reporter, who, under North Carolina law has reasonable cause to believe that suspected child abuse has occurred, will immediately report the suspected abuse to the University Police Department and/or Child Protective Services Division, and the Protection of Minors on Campus Office at 919-843-8995 or protectionofminors@unc.edu.

## **As the parent/guardian I will support my child's participation in this program by:**

- Making arrangements so my child is able to attend every day of the program, and able to sign-in on time and be prepared; this includes avoiding scheduling appointments during the program so that I can monitor their activity.
- Allowing time at home for my child to complete required assignments.
- Communicating with staff prior to program start time if my child must be absent.
- Not making inappropriate requests of staff that conflict with program guidelines.
- Working together with program staff to resolve issues that arise with my child.
- Reporting illegal or inappropriate online behavior by staff or other program participants:
  - UNC-CH Protection of Minors Office: 919-843-8995, protectionofminors@unc.edu or <https://campussafety.unc.edu/protection-of-minors/parents/>
  - UNC-CH Police Department: 919-962-8100 <https://police.unc.edu/>

## **PARENT/LEGAL GUARDIAN AGREEMENT**

I understand that my child will be subject to the rules and standards of conduct of the Program, and the University of North Carolina-Chapel Hill. I further understand that my child's violation of the rules and standards of conduct or failure to comply with the reasonable direction of Program Staff or University employee may result in my child's dismissal from the Program. I accept responsibility for all costs that may be associated with removing my child from the Program. I understand that Dismissed Participants may not be eligible for a refund of any fees or expenses.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_