



# Essex County Sheriff's Department



## 2024 ESSEX COUNTY SHERIFF'S DEPARTMENT YOUTH LEADERSHIP ACADEMY APPLICATION

The Essex County Sheriff's Department's (ECSD) Youth Leadership Academy (YLA) is a non-profit educational service designed to provide a structured youth diversion program for at risk adolescents. The Essex County Youth Leadership Academy is funded through a grant from High Intensity Drug Trafficking Areas (HIDTA) and by the Essex County Sheriff's Department. The Junior Academy serves ages 8-10 and the Senior Academy serves ages 11-14. This well-structured and disciplined program will use a wide variety of game and team-building activities which will help develop teamwork and cooperation. Your child will be challenged both physically and mentally. Please be advised that some of the activities can be physically demanding. Safety is a very high priority for all participants.

**For your child to benefit fully from this Academy, please make sure your child is able to attend the whole week.**



**\*\*NEW\*\* INFORMATION - PLEASE READ CAREFULLY**



1. Follow the two-step process online. Both online and printed (one sided only) waiver package must be received to be considered. One application per participant. Once both the online application and waiver package is submitted and received, you will receive, via e-mail, the status of your child. Please do not call or e-mail for your child's status. This does take some time. **\*\*If the waiver package is not received, your child will remain on the wait list.**
2. Submit for one week only, choose any week. If your child needs transportation, choose your week based upon the listed bus schedule on page two of this waiver package. List first, second, and third, week choices. The academy fills quickly, some weeks fill within a couple of hours. You may not receive your first, second or third choice. You will be notified of any other available openings.
3. There are 34 Cities/Towns in Essex County. We are a diverse Academy. The application received is the one that is considered. Please do not include a list of your child's friends.

### PAPERWORK WILL NOT BE ACCEPTED BY FAX OR E-MAIL

**\*\*If you do not have access to a computer, or need help in filling out the application, please contact your child's School's Guidance Councilor**

**\*\*Si usted no tiene acceso a una computadora, o si necesita ayuda para llenar la aplicacion, favor de contactar sus hijo/hija consejero escolar.**

### **YLA 2024 COVID-19 PROTOCOLS**

The Youth Leadership Academy will adhere to all current CDC Protocols with regards to Flu, RSV, Covid-19 and its variants. These protocols remain fluid and are subject to change. Currently, the wearing of masks will be optional in the classrooms and on buses. Your child may wear a mask, at the parent's request, or if he/she is more comfortable. You may supply a surgical or cloth mask.

### **PROGRAMS AND ACTIVITIES – RAIN OR SHINE**

**NOTE:** The schedule of programs and activities will be available at the YLA on the first day of each week. Programs and activities are subject to change and are adjusted due to inclement weather.

### **PLEASE NOTE: JUNIOR AND SENIOR GROUPS DO NOT ATTEND ALL CLASS PROGRAMS**

**2024 PROGRAMS:** CPR (JR/SR)– Vaping/Smoking Awareness (SR) – Gangs (SR) – Exercise and Stretch (JR/SR) – Team Building Games (JR/SR) – Children's Hospital Injury Prevention (JR/SR) – Ropes Course (SR) – Launch (JR) - Anti Bullying (JR/SR) – Internet Safety (JR/SR) – Drugs/Alcohol Awareness (JR/SR) – Community Day/Local Police (JR/SR) – Bowling - Stranger Safety (JR) - K-9 Demonstration (JR/SR) - Curious Creatures (JR/SR) – Richardson's Ice Cream (JR/SR) - Whale Watch/Plum Island (JR) - Salt Water Fishing/Plum Island (SR) – Laser Tag (SR) - Graduation/Cookout (JR/SR)

### **\*\*IF YOUR CHILD IS GOING TO BE ABSENT**

Please leave a message at 978-750-1900 EXT 3312 **no later than 7:00 AM** that day.

**FOR EMERGENCY USE ONLY** For emergency calls only. Please call 978-750-1900 ext. 3302. Someone will forward the call or information to the correct person. E-mail us with your questions at [youthacademy@essexsheriffma.org](mailto:youthacademy@essexsheriffma.org)

## 2024 BUS SCHEDULE AND LOCATIONS



**PLEASE READ ALL INFORMATION CAREFULLY - KEEP PAGES 1 THROUGH 3  
FOR REVIEW PRIOR TO YOUR ATTENDING**



**\*\* Please make sure your child will attend the whole week.**

**An adult must be present with the child at drop off and pick up locations. The adult will need to sign the child in and out.**

**CHOOSE ANY WEEK. IF TRANSPORTATION IS NEEDED, CHOOSE YOUR WEEK ACCORDING TO THE SCHEDULE LISTED BELOW. YOUR CHILD MUST USE TRANSPORTATION THE WHOLE WEEK.**

**PLEASE NOTE:** If there must be a change, please notify us as soon as possible. **PLEASE BE ON TIME.** Times are approximate. We have no control over traffic delays. You may also choose to drop your child off at Essex Technical High School, Route 62, Danvers. **Your child must behave on the bus! Horseplay, fighting, foul language and other forms of misconduct are prohibited and may result in dismissal from the academy at the discretion of the department.**

**PLEASE NOTE:** Due to the lack of or extremely low ridership, a bus stop may be canceled. You will be notified.

**IF DROPPING OFF AT ESSEX TECHNICAL HIGH SCHOOL** The Youth Leadership Academy is located at Essex Technical High School. There will be signs to direct you. Your child must be dropped off no earlier than 8AM and no later than 8:15AM at the Essex Technical High School, 565 Maple Street (Rt.62) Danvers, MA. Your child must be checked in by a staff member. Your child must be picked up by 2:45 pm and no later than 3:00 pm from Essex Technical High School at the same location.

### Week/Date

1 – 06/24 to 06/28

7:45 am O'Maley Middle School, 32 Cherry St., Gloucester

8:00 am Lynn English High School, 50 Goodridge St., Lynn

8:15 – Market Basket, 227 Highland Avenue, Salem (area near the ATM Machine)

**2 – 07/01 to 07/05 – NO ACADEMY DUE TO HOLIDAY**

3 – 07/08 to 07/12

8:00 am – Market Basket, 225 Newburyport Turnpike, Rowley (area closest to Route 1)

8:15 am – Ipswich Police Department, 15 Elm Street, Ipswich

4 – 07/15 to 7/19

8:00 am – Central Catholic High School, 300 Hampshire St., Lawrence

8:15 am – Merrimac College, 315 Turnpike Street, North Andover lot near the Chapel

5 – 07/22 to 07/26

8:00 am – Lynn English High School, 50 Goodridge St., Lynn

8:15 am – Market Basket, 227 Highland Avenue, Salem (area near the ATM Machine)

6 – 07/29 to 08/02

8:00 am – Tilton School, 70 Grove St., Haverhill- parking lot across from school

8:00 am – ECSD Training Center, 80 Elm St. (RTE 110) Salisbury, back end of parking lot

8:15 am – National Guard Armory, Low Street, Newburyport

7 – 08/05 to 08/09

8:00 am – Central Catholic High School, 300 Hampshire St., Lawrence

8:15 am – Merrimac College, 315 Turnpike Street, North Andover lot near the Chapel

8 – 08/12 to 08/16

8:00 am – Tilton School, 70 Grove St., Haverhill- parking lot across from school

8:15 am – Georgetown Middle/High School, 11 Winter Street. Georgetown lower right parking lot outside of the turf field.



- **Sneakers are mandatory and must be worn at all times. NOT ALLOWED are crocks, flip flops, sandals, half skirts, half shirts, tank tops, short shorts, or pants below the beltline.** Please be advised that failure to comply with the foregoing may lead to your child being prohibited from participating in the day's activities and being sent home. Please check the weather forecast, dress your child appropriately. Many activities are held outdoors.
- If a child has his/her cell phone, it must be placed in their backpack/carry bag and turned off. Please be advised that the use of cell phones during the day is prohibited. Failure to adhere to the foregoing may result in the confiscation of the phone, which will be returned at the end of the day.
- **Please supply your child with a water bottle and lunch every day. No refrigeration is available for lunches. Please use ice packs when necessary.** Snacks are also recommended. A backpack or carry bag is recommended. **Please label with your child's name.**
- **Expectations/Dismissal:** I have informed the YLA Director and any other appropriate staff of any limitations to my child's participation and agree to abide by YLA's sole judgment as to whether my child can be accommodated in the YLA. I understand that failing to disclose any physical, emotional, or behavioral needs or conditions may result in the child's dismissal from the YLA. I understand that my child must follow the stated behavior expectations and safety rules and that YLA reserves the right in its sole judgement to dismiss any child whose behavior interferes with the rights and safety of others or consistently disrupts group dynamics or activities.
- **Sun and Bugs:** I understand that outdoor exploration is an integral part of YLA, and my child will be exposed to risks including but not limited to sun, ticks, and insects. I understand that it is my responsibility to apply sunscreen and insect repellent to my child before bringing him/her to the YLA each day. I give permission to YLA staff to assist my child in re-applying sunscreen, insect repellent, and topical anti-itch cream. I understand that some ticks may transmit disease after being attached for over 24 hours, and it is my responsibility to check my child's body thoroughly every day and to remove any ticks that may become attached. I understand that I am responsible to do a complete check upon my child's return home.
- **No lunch is required on Friday.** There will be a cookout/graduation at 12 noon at Essex Technical High School, 562 Maple Street, Hawthorne, Ma. (Route 62, Danvers, MA.) Parent/guardians and immediate families are encouraged to attend. You may take your child home immediately following graduation.
- **NOT ALLOWED** drugs, alcohol, weapons, fireworks, headphones, electronic devices, games, balls, skateboards to the YLA.
- If your child is placed on the active list and will not be attending, please notify us immediately - **OR** - If your child is going to be **absent on any day**, you must leave a message no later than 7:00 AM that day. If you need to contact your child while he/she is at the YLA, please call 978-750-1900 ext. 3312.

ECSD's Youth Leadership Academy staff members make every effort to conduct safe programs, to orient and support children, and to inform families of inherent risks. Some activities may involve risks that children do not routinely encounter at home. Risk management is an essential element of all the activities offered. While we anticipate that these efforts will ensure the wellbeing of each child, we are also aware that it is neither possible to foresee every contingency nor to eliminate all risk.

I understand that YLA activities may include, but are not limited to, hiking on uneven terrain, playing active games, participating in activities near water, and other activities such as being near animals. The schedule of activities is available on the first day of each week. Special activities may also be included but not limited to, using ropes challenge course and trampolines that may include both high and low elements. Other risks may be inherent in program activities.

I acknowledge that such risks exist, and I hereby agree on behalf of my child to assume such risks. Further, on behalf of my child, I hereby release and forever discharge, and agree not to sue, and agree to indemnify and hold harmless ECSD, its officers, administrator, directors, employees, interns, and volunteers and each of them, from and against any and all liabilities and obligations of every kind and description, which I shall or may have against them or any one or more of them arising out of, or in connection with, my child's participation in the ECSD Youth Leadership Academy and activities, including, but not limited to, for any personal injury that my child may suffer while participating in the Youth Leadership Academy and activities, Excepting in the case of gross negligence.

I understand and agree on behalf of my child that my child shares the responsibility for safety during ECSD's Youth Leadership Academy's programs and activities and I personally assume on behalf of my child that responsibility. I understand and certify that my child's participation in the ECSD's Youth Leadership Academy program and its activities is completely voluntary, and that I have become familiar with the program activities in which my child may participate, as described in this application.

**Medical Release:** This health history is correct and accurately reflects the known health status of the named participant. The participant described has permission to participate in all YLA activities excepts as noted by me and/or an examining physician. I give permission to YLA staff to provide routine health care; to administer prescribed or over-the-counter medications as described; and to provide or obtain emergency care and transportation for the participant if needed. I give permission to the physician selected by the YLA to order x-rays, tests, and treatment related to the health of my child both for routine health care and in emergency situations. If I cannot be reached in an emergency, I give my permission to the physician to hospitalize, secure proper treatment for, and order and administer medication, injection, anesthesia, X-rays, special procedures, or surgery for this child, if deemed medically necessary. I understand that I am responsible for the cost of any medical care or prescriptions my child requires. I agree to the release of any records necessary for treatment, referral, billing, or insurance purposes. I understand that information on this form will be shared on the "need to know" basis with YLA staff.

**Medications:** Pursuant to Massachusetts law and ECSD policy, I authorize ECSD's YLA staff to administer as listed Medications at Camp and Asthma or Allergy Emergency Medications, as directed, to my child for whom it was prescribed. I understand that all medications must be in their original containers, unexpired, and labeled with specific instructions, including the child's name and dosage, and that any prescription medications must include the full pharmacy label.

**Insurance:** I certify that the named participant is covered by health and accident insurance, or Medicaid and the policy information given is correct. **Off-Site Trips:** I give permission for my participant to participate in and be transported to any off-site trips as scheduled, and this completed form may be photocopied for off-site trips.

**PLEASE KEEP THE ABOVE AND REFER TO THIS INFORMATION PRIOR TO YOUR CHILD ATTENDING RELEASES ON PAGE 4, and waivers pages 7 to 10. ALL MUST BE SIGNED.**

**For Internal Use Only**

NO MEDICAL ISSUES

Active List \_\_\_\_\_ Wait List \_\_\_\_\_ Date Confirmed \_\_\_\_\_

Allergy \_\_\_\_\_ Meds \_\_\_\_\_ Recent Injury \_\_\_\_\_ Other \_\_\_\_\_ Meds \_\_\_\_\_ EPI PEN \_\_\_\_\_

**2024 YOUTH LEADERSHIP ACADEMY APPLICATION**

A parent/guardian must complete this form for the participant. Attach any additional needed information. **If your participant has any special conditions, needs, or limitations, you must notify us prior to being accepted in the YLA program. Non-disclosure may result in dismissal from the Academy.**

**RELEASE TO ATTEND AND PARTICIPATE****Name of Participant:** \_\_\_\_\_

I, the parent/legal guardian of the named participant, have read all informational pages, have understood all statements, agree to the information and agree to abide by the terms and policies listed and found within this application. I give permission for my child to participate in all YLA program activities, and those similar to, described in this application. I understand that YLA reserves the right to change program activities or instructors, and cancel programs, should YLA decide in its sole judgement that it is necessary and appropriate to do so.

**Signature of custodial Parent/Guardian** \_\_\_\_\_**Date** \_\_\_\_\_**CHECK ☒ ONE OF THE GROUPS**\_\_\_\_\_ **Junior Group Ages 8–10** \_\_\_\_\_ **Senior Group Ages 11–14****First Choice** week # \_\_\_\_\_ **Date** \_\_\_\_\_ **Second Choice** week # \_\_\_\_\_ **Date** \_\_\_\_\_ **Third Choice** week # \_\_\_\_\_ **Dates** \_\_\_\_\_**Child's Full Name** \_\_\_\_\_ **Nick-Name** \_\_\_\_\_

First \_\_\_\_\_ MI \_\_\_\_\_ Last \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Age \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Other \_\_\_\_\_ Optional: please list pronouns your child uses \_\_\_\_\_  
 Month/Day/Year

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Parent/Guardian \_\_\_\_\_ Contact Number \_\_\_\_\_ Email \_\_\_\_\_

Alternate Parent/Guardian \_\_\_\_\_ Contact Number \_\_\_\_\_ Email \_\_\_\_\_

**My child will be taking the bus:** **Week #** \_\_\_\_\_ **City** \_\_\_\_\_ I will drop my child off at the Essex Tech Yes \_\_\_\_\_ No \_\_\_\_\_**Choose one t-shirt size:** Child - SM \_\_\_\_\_ MED \_\_\_\_\_ LG \_\_\_\_\_ Adult - SM \_\_\_\_\_ MED \_\_\_\_\_ LG \_\_\_\_\_ XLG \_\_\_\_\_ XXL \_\_\_\_\_

\*\*\*\*\*

**Participant's name** \_\_\_\_\_**Release/Pick-up: All participants must be accompanied by an adult for drop-off and pickup.**

My participant may be released to the following adults (including carpool drivers or those who may pick up in an emergency) Include the first and last names of each person allowed to pick up your participant.

1. Name \_\_\_\_\_ Relationship: \_\_\_\_\_
2. Name \_\_\_\_\_ Relationship: \_\_\_\_\_
3. Name \_\_\_\_\_ Relationship: \_\_\_\_\_

The parent/guardian may send a signed note to make changes to this list. People picking up participants must bring a photo ID. If a person is not listed above arrives to pick up a participant, the participant will remain with YLA staff until the parent/guardian has been contacted and has given permission for the release. If there are specific people to whom the participant **may not be released, please inform the YLA in writing.**

**Audio/Visual Image Release**

ECSD's Youth Leadership Academy uses images and sounds of children and staff participating in YLA programs as a way of documenting the enjoyable and educational experiences they have while exploring and enjoying our activities. YLA will not identify my child or will identify my child only by first name and program unless I give prior written permission to do otherwise.

In consideration of the above, I hereby give my permission and consent to ECSD Youth Leadership Academy: (1) photographing, filming, and video/audio taping my child, (2) using and displaying images and sound of my child in YLA's websites, archives, and promotional or informational material, including, but not limited to, newsletters, brochures, advertisements, and newspaper articles. I hereby waive and release on behalf of my child and myself any right to compensation for, or ownership of, such images and/or sounds of my child and the above uses of them by ECSD and the Youth Leadership Academy. I have read this audio/visual release and agree to its terms and conditions.

Name of Participant \_\_\_\_\_ **Sign and date one below****I GIVE MY PERMISSION (audio/visual):** Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_**I DO NOT GIVE MY PERMISSION (audio/visual):** Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

## All of the following is REQUIRED

### Participant Information:

Name \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_ Other \_\_\_\_\_ Date of Birth \_\_\_\_\_  
First MI Last

Parent/Guardian Name \_\_\_\_\_ Telephone \_\_\_\_\_

**Medical Insurance:** Is the participant covered by health/accident insurance or Medicaid? yes no

Insurance Carrier/Plan Name \_\_\_\_\_ Policy # \_\_\_\_\_

Subscriber's Name \_\_\_\_\_ Relationship to Child \_\_\_\_\_

**To the Licensed Medical Provider:** Complete this form for the participant named above. Attach any additional needed information. A copy of a previously completed form from a yearly physical, or similar, may be submitted in place of this form. Physical exam done today:

Yes No - If No, date of last physical \_\_\_\_\_ Weight \_\_\_\_\_ Height \_\_\_\_\_ Blood Pressure \_\_\_\_\_ / \_\_\_\_\_

**Allergies:** \_\_\_\_\_ No known allergies The above named allergic to \_\_\_\_\_ Food \_\_\_\_\_ Medicine \_\_\_\_\_ Other \_\_\_\_\_

\_\_\_\_\_ The environment (hay fever, insect stings etc.) Describe previous reactions to the above listed allergies below.

If participant has an anaphylactic allergy or asthma, include a copy of the participant's allergy and/or asthma action plan.

**Medications:** \_\_\_\_\_ The above participant listed does not take any medications. \_\_\_\_\_

The above named takes the following medication(s). \_\_\_\_\_ Describe below, and include the medication name, dose, frequency, and reason for taking. Attach additional information if necessary.

Will the above named require limitations or restrictions to activity while at the YLA? Yes No

If "Yes," what limitations/restrictions do you recommend? Describe below. Attach additional information if needed.

### General Health History: Participant's Name \_\_\_\_\_

**To better care for the participant:** Provide any additional information about the participant's behavior or physical

Recent injury \_\_\_\_\_ diabetes \_\_\_\_\_ phobias \_\_\_\_\_ motion sickness \_\_\_\_\_

**List anything** that may affect the participant's ability to contribute to the Youth Leadership Academy (shyness, learning style, etc.) List any strategies used to manage the concern or enhance the participant's ability.

Have you tested positive for Covid-19 in 2023 or 2024? Yes No MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

**The yellow highlighted statement is just for the immunization record below. You must fill in all the information above and pages 6 through 10.**

**If your healthcare provider has given you a form recording the most recent physical exam and all required immunizations, provide a copy to the YLA. You may provide the copy used for school purposes. Or have the healthcare provider's office complete the information below.**

**Immunization History:** Provide the day, month, and year for each immunization. Massachusetts requirements are listed below. Serologic proof of immunity is accepted in lieu of immunizations. YLA participants must meet the requirements for the grade they are entering. Immunizations must be recorded and signed by a licensed medical provider. The date of the last tetanus immunization is required.

Immunization (Grade(s): # doses)	Dose 1	Dose 2	Dose 3	Dose 4	Dose 5/most recent
Diphtheria, tetanus, pertussis (DPT, DT, DTaP, Td, or Tdap) [Pre, 1 <sup>st</sup> – 6 <sup>th</sup> , 4, K:5]					
Tetanus booster (Td, Tdap) [7 <sup>th</sup> – 10 <sup>th</sup> ]	Must be within the last 10 years				
Measles, Mumps, Rubella (MMR or MMRV) [Pre: 1, K-12 <sup>th</sup> :2]					
Polio (OPV or IPV) [Pre, 7 <sup>th</sup> -12 <sup>th</sup> : 3,K-6 <sup>th</sup> :4]					
Hepatitis B [Pre-6 <sup>th</sup> :3]					

Signature of Licensed Healthcare Provider \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Office telephone \_\_\_\_\_

Office Address \_\_\_\_\_

## **All of the following information is required**

**Mental, Emotional, and Social Health History:** Circle "Yes or "No" for each statement. **Explain** "Yes" answers below.

Ever been diagnosed with AUTISM? Yes No if yes explain \_\_\_\_\_

Attention Deficit Disorder (ADD) Yes No if yes explain \_\_\_\_\_

Attention Deficit Hyperactivity Disorder (ADHD) Yes No if yes explain \_\_\_\_\_

Ever been treated for emotional/behavioral difficulties, self-harm, or an eating disorder? Yes No  
if yes explain \_\_\_\_\_

### **Medications to be taken at Youth Leadership Academy:**

Include any medication that the participant may need to take at the YLA, including vitamins, Lactaid, etc. Attach additional pages if needed. The participant's parent/guardian must supply these medications, labeled with the participant's name, unexpired and in original containers, and bearing specific direction for administering. Prescription medications must have the full pharmacy label.

The participant will bring the following medications to Youth Leadership Academy:

Name of Medication	Amount or Dosage	How it is given (by mouth etc.)	When it is given	Date Started	Reason for taking
			Time As needed		
			Time As needed		

### **Asthma Emergency Medications:**

\_\_\_\_ This participant does not have asthma emergency Medications.

\_\_\_\_ **Include a copy of the participant's asthma action plan.** Contact the YLA Administrator if you have any questions.

Name of Medication	Amount/Dosage	Route: (mouth, inhale exhale)	When it is given

\_\_\_\_ This participant will bring asthma medication to the YLA but does not need to have it nearby at all times. The medication may be stored in the medication storage unit with the staff.

\_\_\_\_ This participant will bring asthma medication to the YLA and should have it nearby at all times in the medication storage unit with the staff. This participant will also bring: \_\_\_\_ nebulizer \_\_\_\_ spacer

**Allergies:** \_\_\_\_ No known allergies The above named allergic to \_\_\_\_ Food \_\_\_\_ Medicine \_\_\_\_ Environment

Please list what allergies \_\_\_\_\_

### **Allergy Emergency Medications:**

\_\_\_\_ Include a copy of the participant's allergy action plan. Contact the YLA Director if you have any questions.

Provide two EpiPens bearing the original pharmacy labels.

Name of Medication	Amount/Dosage	Route: (by mouth, inhale exhale)	When it is given
Benedryl/diphenhydramine			
EpiPen/EpiPen Jr.			
Other			

\_\_\_\_ This participant has been trained to administer his/her own EpiPen (required for age 5+)

\_\_\_\_ This participant recognizes the onset of an allergic reaction and can notify a staff member if symptoms occur.

\_\_\_\_ This participant does not recognize and report the onset of an allergic reaction. Call the YLA Director immediately!

Notes/Comments



## Launch Entertainment Park Assumption of Risk, Waiver of Liability, And Indemnification Agreement (“Agreement”)

Please make sure you include all information and initials

First Name (Print)

Last Name (Print)

Birthdate

In consideration for gaining access to and use of Fun Dynamics, LLC (d/b/a Launch Entertainment Park ), a Massachusetts limited liability company (“LEP”), property, facilities and services (“LEP Facilities and Services”) and engaging in the use of and participation in the facilities, equipment and activities in and associated with LEP (“LEP Activities”), I the undersigned, on behalf of myself and my spouse, children, parents, legal wards, heirs, assigns, personal representatives, estate, and insurers, and on behalf of any Minor Participant listed above, agree as follows: (Initial here) I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, hereby acknowledge, agree to and/or certify the following: I and/or Minor Participant am/ are willing to practice social distancing (maintaining 6ft between individuals) in all areas of the park and that I and Minor(s) do not have any of the Covid-19 symptoms such as fever, feeling sick, cough, sneezing, shortness of breath or simply not feeling well, and that I and Minor(s) do not live or have been in contact with other persons or family members that had been diagnosed with or suspected of having Covid-19 and that I and Minor(s) consent to having our temperature checked upon entering the park. I also understand that despite all additional cleaning and safety procedures taken, the undersigned acknowledges, appreciates and agrees that participation and any related events includes possible exposure to and illness from infection diseases including, but not limiting to, Covid19, Sars, H1N1, and MRSA. I assume full responsibility for all such risks, both known and unknown, even if caused by negligence by others or releasees. I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, hereby acknowledge, agree to and/or certify the following: I, as parent/ guardian, with legal responsibility for any minor participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases. (Initial here) I am the Adult Participant and/or Parent/Guardian on behalf of a Minor Participant listed above and I hereby acknowledge, accept and agree that participation in LEP Activities, particularly the use of trampolines, inflatable “bounce houses”, advanced and/or aerial obstacle course equipment, and rock climbing and bouldering features, involve known and unanticipated risks that could result in physical and/or emotional injury, which include but are not limited to broken bones, sprained or torn muscles or ligaments, paralysis, other bodily injury, or death, or property damage caused by myself, a Minor Participant, or a third party. I acknowledge that the above list is not inclusive of all possible risks associated with use of LEP Facilities and Services and participation in LEP Activities, and I agree that such list in no way limits the extent or reach of this Agreement. I acknowledge and understand that such risks cannot be eradicated without jeopardizing the core qualities of LEP Activities. I acknowledge that the aforementioned risk of physical and/or emotional injuries may also happen to an observer or

bystander. I have received information to my satisfaction regarding the use of LEP Facilities and Services and participation in any and all LEP Activities and have had the opportunity to ask any and all questions I desired to ask. I understand the demands of LEP Activities are relative to my and/or Minor Participant(s)’s physical condition and skill level and acknowledge the types of injuries that may occur as a result of LEP Activities and the potential impact on an individual’s well-being and lifestyle.

I hereby agree that my access and access of a Minor Participant to LEP Facilities and Services and participation in LEP Activities is voluntary and that I knowingly assume all inherent risks. (Initial here) In further consideration of access and use of LEP Facilities and Services and participation in LEP

Activities, I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, on behalf of myself, my spouse, my heirs, legal wards, personal representatives, assigns, and Minor Participant(s) (collectively, “Releasing Parties”) do hereby release, waive, and discharge LEP, its owners, directors, managers, officers, employees, affiliates, volunteers, independent contractors, lessors (including, but not limited to, DKA Equity, LLC, a Massachusetts limited liability company), equipment providers, and agents (collectively, “Protected Parties”) from legal liability, claims, demands, and causes of action, whether the same is known or unknown, anticipated or not, arising from the ordinary negligence of LEP or Protected Parties, including personal and/or emotional injury or death from incidents or illnesses arising from participation in LEP Activities and any and all claims resulting from the damage to, loss of, or theft of property, and I, for myself and on behalf of Releasing Parties, further agree that except in the event of LEP’s gross negligence and/or willful and wanton misconduct, I shall not bring any claims, demands, legal liability, and/or causes of action against LEP for any losses, whether economic or non-economic, due to property damage, personal and/or emotional injury or death sustained by me or Minor Participant(s) that

are in any way associated with LEP Facilities and Services or LEP Activities. I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, further agree to hold harmless, release, discharge, defend, and indemnify LEP and Protected Parties (i.e., defend and pay any judgment and costs, including attorneys' fees and related expenses) from any and all claims of the Releasing Parties arising from injury or loss due to participation of myself or a Minor Participant at LEP (including claims arising from the inherent risks of LEP Activities and those arising from the ordinary negligence of LEP or Protected Parties). I further agree to hold harmless, defend, and indemnify LEP and Protected Parties against any and all claims of co-participants, rescuers, and others arising from conduct of myself or a Minor Participant in the course of my participation or Minor Participant(s)'s participation at LEP (including claims arising from the inherent risks of LEP activities and those arising from the ordinary negligence of LEP or Protected Parties). In the event any dispute arises, I, the Adult Participant and/or Parent/Guardian on behalf of Minor Participant, agree bring such dispute within one (1) year of the date of this Agreement and to engage in mediation to settle the dispute. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation or Minor Participant(s)'s participation at LEP shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect.

**(Initial here)** I, Adult Participant and/or Parent/Guardian on behalf of Minor Participant, hereby acknowledge, agree to and/or certify the following: I and/or Minor Participant is/are physically and emotionally able to participate in any and all LEP Activities without aid or assistance; I and/or Minor Participant am willing to assume the risk of any physical or medical condition I and/or Minor Participant may have; I have read all rules governing participation of myself or a Minor Participant in LEP Activities ("LEP Rules"), I have explained such rules to any Minor Participant(s) listed in this Agreement, and I understand that failure to follow all LEP Rules may result in the expulsion of myself and/or Minor Participant(s) listed in this Agreement from this LEP location;

This Agreement supersedes any and all previous oral or written promises or agreements with LEP, this is the entire agreement between me and/or Minor Participant(s) and LEP, and that the Agreement cannot be modified or changed in any way by representations or statements by any agent or employee of LEP;

I am at least eighteen (18) years old; I acknowledge it is my or a Minor Participant's duty to inform staff and cease exercise immediately if I or a Minor Participant feels any unusual discomfort or suffers any injury during participation and alert the staff to any rules violations or dangerous behavior of co-participants; I agree to inform LEP of any injury (even minor injuries) prior to leaving the LEP facility and agree to assume all costs of emergency medical care and transportation; I grant LEP the right, without limitation, to photograph, videotape and/or record me and/or a Minor Participant and authorize LEP to use any such photographs, images, or likenesses in LEP marketing and displays, regardless of media; and I expressly agree that the foregoing Agreement is intended

to be as broad and inclusive as is permitted by applicable laws and that if any portion thereof is held void or unenforceable, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. By signing this Agreement, I understand that I am giving up substantial rights, including my right to sue and any right to sue on behalf of Minor Participant(s), and I acknowledge I am signing the agreement freely, voluntarily, and intelligently, and with the full knowledge of its legal consequences. I intend my signature to be a complete and unconditional release of all liability due to ordinary negligence by LEP and the Protected Parties to the greatest extent allowed by law. I certify I am the parent or legal guardian of any Minor Participant listed in this Agreement or have been granted power of attorney to execute this Agreement on behalf of a parent or legal guardian of such Minor Participant. In the event I do not have the authority to execute this Agreement on behalf of another, I agree I shall be solely liable for any and all resulting claims, actions, penalties, causes of action, services, fees, or similar expense. Adult Participant's

Date	Parent/Guardian	of	Minor
Participant(s)			

☐ Please check box if you would like to receive email discounts and promotions at the above email address.  
Agreement accepted by: (LEP Employee)

First Name (Print)\_\_\_\_\_ Last Name\_\_\_\_\_ (Print) Date of birth\_\_\_\_\_



# ESSEX NORTH SHORE AGRICULTURAL & TECHNICAL HIGH SCHOOL



565 MAPLE STREET  
HATHORNE, MA  
01937



## Student Program Information, Assumption of Risks and Agreements of Release and Indemnity

**Essex County Sheriff's Department**

School Name     Youth Leadership Academy     Program Week of                     

Dear Parent: WELCOME TO ESSEX NORTH SHORE'S HIGH 5! Please read this document carefully. Parts I, II and III seek medical and other information about your child. Part IV contains important information about the High 5 experience and may affect your legal rights and those of your child in the event of an injury or some other loss. The document must be signed by at least one Parent.

Activities and Risks: High 5 programs are designed to be age appropriate and well within the capabilities of children in reasonably good health. They incorporate a variety of activities including games and problem-solving initiatives. Each child may choose the level of his or her participation. Minimizing risks is a high priority at High 5, but participants and their families must understand that there are risks of physical or emotional injury, and must assume those risks. While the risk of injury is small, participants may suffer sprains, abrasions and other, more serious, physical and emotional trauma. Injuries and other losses can result from, among other causes, moderate to strenuous activity including the possibility of falling, abrupt contact with fixed and other objects and persons, close personal contact with other participants or staff members, including the possibility of inadvertent and unwelcome touching, and misjudgments of other participants. High 5 recommends that participants be covered by health and accident insurance for the duration of their participation.

Managing risks effectively is very important in all of our programs at Essex North Shore Agricultural & Technical High School. Please help us by providing the information requested below. Let us know if your child has any condition (current or past) that could affect his/her involvement in all activities and provide any other information that will help us provide a productive and enjoyable experience.

**If you have any questions about your child's program, don't hesitate to call 978-750-1900 Ext. 3312**

### Part I- General Information

Student's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Male\_\_\_ Female \_\_\_ Other\_\_\_

Name of Parent/Guardian \_\_\_\_\_

Home Phone # \_\_\_\_\_

Address \_\_\_\_\_ Other Phone \_\_\_\_\_

A Public Regional Vocational Agricultural High School · Commonwealth of Massachusetts

**Assumption of Risks:** I am aware that High 5 programs are meant to be physically challenging as well as educational. I understand that even though High 5 programs are designed and operated by skilled and experienced staff, the risk of injury cannot be eliminated. I understand further that the risks described above, and other risks, are inherent in the activities – that is, they cannot be eliminated without changing the nature and value of the experience. I have discussed the High 5 activities and their risks with my child. He or she understands them and wishes to participate nevertheless, and the child and I expressly assume all such risks, inherent and otherwise, and whether or not they are described above.

**Release and Indemnity:** For myself and, to the maximum extent allowed by law, on behalf of my child, I agree to release and to indemnify (“indemnify” meaning to protect, defend and pay any judgments, costs, and attorney’s fees”) Essex Agricultural & Technical High School and High 5, its owners, staff members and Board of Directors, and Board of Trustees, with respect to any and all claims, including claims of negligence (but not of gross negligence or intentionally wrongful conduct), arising in any way from injuries or other losses suffered by the child or caused by the child, in connection with the child’s enrollment or participation in a High 5 activity.

Other: In the event of illness or injury to the child, consent is hereby given to provide emergency medical care, hospitalization or other treatment, which may become necessary, and to exchange medical information with third party care givers. I will pay or reimburse High 5 and/or Essex Agricultural & Technical High School for any and all costs including attorney’s fees, associated with defending a claim brought by me or by others on behalf of my child to the extent that claim is dismissed or recovery for it is denied. If a suit is filed against High 5 or any other released party it must be filed in Windham County, Vermont. Any such suit will be governed by the laws of Vermont, not including those laws which may apply the laws of another jurisdiction. If any part of this agreement is deemed invalid by a court of competent jurisdiction, the remainder of the agreement will nevertheless remain in full force and effect.

**My initials here** reflect my permission to Essex Agricultural & Technical High School to use, reproduce or distribute any photograph, film, videotape or sound recordings of my child during my training, for use by Essex Agricultural & Technical High School in materials it may create for marketing or other purposes.

**Signature of Parent/Guardian**

**Date**