



Delta GEMS/Delta Academy (DGDA) Application

(updated during 2023-2024 Sorority Year)

Leavenworth Alumnae Chapter of Delta Sigma Theta Sorority, Inc.

Ages 11-18

Applicant's Name and Grade Level: _____

Applicant's School: _____

YOUTH INITIATIVE VIRTUAL MEETING/EVENT PARTICIPANT AGREEMENT

I, ("Parent/Guardian"), as parent or legal guardian of _____, give permission for Delta Sigma Theta Sorority, Incorporated (the "Sorority") and the Chapter of Delta Sigma Theta Sorority, Incorporated (the "Leavenworth Alumnae Chapter"), to host and facilitate closed virtual meetings/events using Zoom (the "Virtual Meeting Platform"), that my child will attend during participation in the Youth Initiative Program activities, without payment or any consideration and without notifying me in advance and hereby acknowledge, understand, and agree to the terms enumerated below, including the terms set forth on any Schedules attached hereto and incorporated by reference (the "Participant Agreement").

I also understand that the Virtual Meeting Platform may collect information about its users and has its own privacy terms and conditions to which users must adhere. I will be responsible for reviewing the Virtual Meeting Platform's privacy terms and conditions before registering for virtual meetings/events.

I also understand that my child will need the following to participate in a Virtual Meeting Platform.

- A computer, mobile, or tablet device with access to the Internet
- A quiet space in which participants can participate in the virtual meeting/event under the supervision of an adult
- Registration for the virtual meeting/event platform and provide some customer data (including but not limited to an email address, first and last name, etc.)

I also understand, acknowledge and agree to indemnify, defend, protect and hold harmless the Chapter and any of its officers and members; and the Sorority and any of its officers; National Executive Board; employees; members; representatives; agents; and assigns from and against any and all liability, whether in law or in equity, should there a breach of security of the Virtual Meeting Platform and any subsequent injury, malice, or harm that might occur as a result, and waive and release any and all rights with respect to the same.

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YOUTH INITIATIVE VIRTUAL MEETING/EVENT PARTICIPANT AGREEMENT (continued)

I hereby hold harmless and release and forever discharge the Chapter and any of its officers and members; and the Sorority; its officers; National Executive Board, employees; members; representatives; agents; and assigns from any and all claims, costs, suits, actions, judgments, and expenses which my child, his/her heirs, representatives, executors, administrators, or any other persons acting on his/her behalf have or may have by reason of the use of the virtual meeting platform as a venue for meetings or events. This release specifically includes, without limitation, a complete release and discharge of any liability by virtue of any editing, distortion, alteration, or optical illusion, whether intentional or otherwise, that may occur or be produced in the taking of or editing of said images and content of the virtual meeting/event, unless it can be shown that such was maliciously caused, produced and published solely for the purpose of subjecting my child to conspicuous ridicule, scandal, reproach, scorn, and indignity.

I hereby certify that I am the parent/guardian and is authorized legally to give this consent, and do hereby give my consent without reservation to the foregoing behalf of my child. I have fully read and understand the Code of Conduct (attached hereto as **Schedule 1**). I understand that my child's compliance with the Code of Conduct is a condition of her/his participation in the program. I further acknowledge, understand, and agree that the sanctions for violating the Code of Conduct are reasonable and should my child be non-compliant, they will be subject to the prescribed disciplinary action.

I also give permission for the Chapter and the Sorority to highlight my child's achievements and activities in efforts to promote the youth initiative program through the virtual meeting platform that will include the use of still photographs, moving images or live images, and chats including, if applicable any sound recordings accompanying the images ("Images") taken of my child or provided by my child during participation in Youth Initiative Program in accordance with the terms set forth in the Media and Publication Releases (attached hereto as **Schedule 2**).

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YOUTH INITIATIVE VIRTUAL MEETING/EVENT PARTICIPANT AGREEMENT

Participant Acknowledgement (Student Participant)

With my parent/guardian, I have fully read and understand the Participant Agreement. I acknowledge that should I fail to abide to the Code of Conduct that my actions will be subject to disciplinary action as defined. I hereby acknowledge, understand, and agree to comply with the terms set forth in the Participant Agreement.

Signature: _____

Print Name: _____

Date: _____

Parent/Guardian Acknowledgment

I have fully read and understand the Participant Agreement. I also understand that my child's compliance with the Code of Conduct is a condition of her/his participation in the program. I hereby acknowledge, understand, and agree to comply with the terms set forth in the Participant Agreement.

Signature: _____

Name: _____

Date: _____

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YOUTH INITIATIVE VIRTUAL MEETING AND PUBLICITY

CODE OF CONDUCT

The Youth Participant Virtual Meeting and Publicity Code of Conduct serve as codified guidance for youth participation in Delta's Youth Initiative Programs, namely those of a virtual nature. Your signature on the Participant Agreement indicates your complete understanding and agreement to comply with this Code of Conduct.

Failure to comply with this Code of Conduct may result in loss of privileges and/or removal from Delta's Virtual Youth Initiative Programs. As a youth participant in Delta's Virtual Youth Initiative Programs, you are expected to:

- Refrain from the use of any profane, foul, hurtful, obscene, or vulgar language in any virtual chatroom and during the virtual meetings and events.
- Refrain from engaging in any violence, cyber-bullying, or other aggressive behaviors that may threaten the welfare of other participants;
- Refrain from any disruptive behavior that may disrupt the virtual meetings and events.
- Be properly groomed and dressed for all virtual youth initiative meetings and events, refrain from wearing articles of clothing that displays profane or obscene language and/or images.
- Always keep your camera on during all virtual youth initiative meetings and events.
- Provide a noise-free environment while participating in all virtual youth initiative meetings and events. Refrain from taking, presenting, and posting any photographs, screen shots, video recordings, and/or screen recordings of any virtual youth initiative meetings or any confidential information disseminated during any virtual youth initiative meetings.
- Refrain from taking, presenting, and posting all inappropriate content, including photographs, screenshots, video recordings, and/or screen recordings of any other youth participants of Delta's youth initiative programs.
- Contact the leader of your youth initiative program if you have any questions or need clarification regarding the Code of conduct.

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SANCTIONS FOR VIOLATING CODE OF CONDUCT

1. Bad Language/Abusive Teasing and Related Acts:

- 1st Time: Verbal warning, parent or guardian notified from this point forward
- 2nd Time: Loss of privileges
- 3rd Time: 1-week suspension from program
- Next occurrence youth is removed from the program.

2. Physical Violence and Other Misconduct:

- 1st Time: Removal from the situation, loss of privileges, guardian notified from this point forward
- Next occurrence youth is removed from the program.

3. Illegal Substances or Dangerous Weapons:

1st Time: Youth is removed from the program. If a youth is in possession of an illegal substance or dangerous weapon, the police will be notified as well.

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MEDIA AND PUBLICATION RELEASE

In accordance with the terms of the Participant Agreement, Delta Sigma Theta Sorority, Inc. (“Delta”) will be filming, recording and photographing this event for use in Delta promotional videos, photography, advertisements, social media platforms, web pages, and other future Delta events, as the case may be, (the “Production”). In addition, Delta may use and publicize the name, image, likeness, and any other personal characteristics or other information provided by or related to the Participant that is derived from the filming, recording, and photographing of this event for use in Delta videos, photography, articles, as well as any advertising and promotional materials on mediums that may include on-demand, streaming, or other web services, social media platforms, and print news and information outlets, and any other the case may be (the “Publication”).

As specified within the Agreement therein, participant and participant’s parent/guardian (participant and participant’s parent/guardian together, “Participant”), via continued participation in and by continuing to remain logged into this event, hereby:

- 1) acknowledges that Participant may be photographed, filmed, or otherwise recorded while on the premises of the event,
- 2) grants Delta, its successors, assigns, and licensees (“Authorized Persons”) irrevocable consent to include Participant’s name, likeness, photographic image, mannerisms and voice or other recording (“Media”) in any Publication or for any purpose whatsoever in any and all mediums now known or hereafter devised throughout the universe in perpetuity without compensation and/or credit,
- 3) acknowledges no right to review or approve Materials before they are used by Delta, and that Delta has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Delta’s editing, alteration, or use of the Materials, or Delta’s presentation of me, should Delta choose to create or use the Materials or to exercise any rights given by this Agreement,
- 4) acknowledges that Delta is the exclusive owner of all display, publication, and ownership rights, including copyright, trademarks, and any other intellectual property, from Media and Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such intellectual property against infringers,

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MEDIA AND PUBLICATION RELEASE (continued)

5) acknowledges that Delta holds and shall forever hold all display, publication, and ownership rights, licenses and privileges to any and all Media, whether in law or in equity, which may be asserted, ascertained, registered or in any way utilized with respect thereto,

6) waives all legal and equitable rights against Delta and any authorized persons relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world, arising directly or indirectly from Authorized Persons' exercise of their rights under this Release and whether resulting in whole or in part from the negligence of the Sorority, the Chapter, or any other persons, and

7) agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

Participant further agrees to abide by and comply with any and all terms of use and/or additional participation rules as applicable and specified during relevant sections of the program and acknowledges, understands, and agrees that violation of such participation rules shall result in legal recourse and disciplinary action.

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OFF-SITE PERMISSION

I, _____, as parent or legal guardian give permission for _____ to participate in the Chapter’s Youth Initiatives Program’s (the “Initiatives”) activities taking place off site.

I understand that transportation to and from these activities will be provided for my Child by the Chapter. I understand that the field trips are part of the Initiatives and if I choose to not have my Child participate in one or more off-site activities, I must make other care arrangements for my/our child during the times of that field trip activity.

I assume all risks and hazards of loss or injury of any kind that may arise in connection with such trips, except for gross negligence or intentional infliction of harm by the Initiatives, its officers, agents, or employees.

I do hereby agree to release and hold harmless the Initiatives, Delta Sigma Theta Sorority, Incorporated (“Delta”), its officers, National Executive Board, employees, members, representatives, agents and assigns from any and all claims, costs, suits, actions, judgments, and expenses for any damage, loss, or injury to my/our child or damage to my/our child’s property arising from my/our child’s participation in field trips, other than damage, loss, or injury that results from gross negligence or intentional infliction of harm by the Initiatives, Delta, its officers, National Executive Board, employees, members, representatives, agents and assigns.

Signature: _____

Date: _____

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PARENT/GUARDIAN ACKNOWLEDGEMENT OF INFORMATIONAL FORMS

The parent/guardian forms listed below are for informational purposes only and do not require a signature. By initialing the forms on the chart below, I acknowledge receipt of the form and that I have read and understand the information provided.

Youth Participant Name: _____

Parent/Guardian Name: _____

Date: _____

Note: The form numbers below are located immediately behind this page. Please keep Appendices B9.2, B11, and B12 for your records.

FORM NUMBER	FPRM/WAIVER	PARENT/GUARDIAN INITIALS
B9.2 Schedule 2	Media and Publication Release	
B11	Confidentiality Policy	
B12	Youth Sign-in/Sign Out Policy	

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Appendix B9.2 Schedule 2 - Please keep this for your records.

MEDIA AND PUBLICATION RELEASE

In accordance with the terms of the Participant Agreement, Delta Sigma Theta Sorority, Inc. ("Delta") will be filming, recording and photographing this event for use in Delta promotional videos, photography, advertisements, social media platforms, web pages, and other future Delta events, as the case may be, (the "Production"). In addition, Delta may use and publicize the name, image, likeness, and any other personal characteristics or other information provided by or related to the Participant that is derived from the filming, recording, and photographing of this event for use in Delta videos, photography, articles, as well as any advertising and promotional materials on mediums that may include on-demand, streaming, or other web services, social media platforms, and print news and information outlets, and any other the case may be (the "Publication"). As specified within the Agreement therein, participant and participant's parent/guardian (participant and participant's parent/guardian together, "Participant"), via continued participation in and by continuing to remain logged into this event, hereby: 1) acknowledges that Participant may be photographed, filmed, or otherwise recorded while on the premises of the event, 2) grants Delta, its successors, assigns, and licensees ("Authorized Persons") irrevocable consent to include Participant's name, likeness, photographic image, mannerisms and voice or other recording ("Media") in any Publication or for any purpose whatsoever in any and all mediums now known or hereafter devised throughout the universe in perpetuity without compensation and/or credit, 3) acknowledges no right to review or approve Materials before they are used by Delta, and that Delta has no liability to me for any editing or alteration of the Materials or for any distortion or other effects resulting from Delta's editing, alteration, or use of the Materials, or Delta's presentation of me, should Delta choose to create or use the Materials or to exercise any rights given by this Agreement

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Appendix B9. 2 Schedule 2 (continued) - Please keep this for your records.

MEDIA AND PUBLICATION RELEASE

4) acknowledges that Delta is the exclusive owner of all display, publication, and ownership rights, including copyright, trademarks, and any other intellectual property, from Media and Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such intellectual property against infringers,

5) acknowledges that Delta holds and shall forever hold all display, publication, and ownership rights, licenses and privileges to any and all Media, whether in law or in equity, which may be asserted, ascertained, registered or in any way utilized with respect thereto,

6) waives all legal and equitable rights against Delta and any authorized persons relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world, arising directly or indirectly from Authorized Persons' exercise of their rights under this Release and whether resulting in whole or in part from the negligence of the Sorority, the Chapter, or any other persons, and

7) agree that this Agreement cannot be terminated, rescinded, or modified, in whole or in part.

Participant further agrees to abide by and comply with any and all terms of use and/or additional participation rules as applicable and specified during relevant sections of the program and acknowledges, understands, and agrees that violation of such participation rules shall result in legal recourse and disciplinary action.

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Appendix B.11 - Please keep this for your records.

CONFIDENTIALITY POLICY

It is the policy of the local Chapter of Delta Sigma Theta Sorority, Incorporated (the "Leavenworth Alumnae Chapter") to protect the confidentiality of its youth participants and their families. Except as provided below, the Chapter will only share information about participants and their families with other Delta chapter members and Delta employees assigned to assist with youth initiative programs, on a "need to know basis."

To carry out the mission of its youth program and to better serve needs of the youth participants, the Chapter must collect certain personal information about youth participants and their families, including, but not limited to, the following "Confidential Information":

- Name and address of participant AND parents or guardian
- Participant age and school
- Medical conditions / physical limitations
- Any distinguishing marks or characteristics (such as tattoos or birthmarks)

Limits of Confidentiality: Confidential information may be shared with individuals or organizations as specified below under the following conditions, and provided that the party who seeks any disclosure agrees in writing to maintain the confidentiality of the disclosed information as specified in this Confidentiality Policy:

- Delta Officers and Members of the Board have access to any participant's files only upon directive by the National President. Any directive shall identify the person(s) authorized to review such records; the specific purpose for such review; and the period during which access shall be granted. Such Officers or Members of the Board granted access shall be required to comply with this Confidentiality Policy and may use the information only for purposes specified in the National President's directive.
- Information may only be provided to law enforcement officials or the courts pursuant to a valid and enforceable subpoena or court order.
- Information may be provided to Delta's legal counsel in the event of litigation or potential litigation involving Delta and/or the Program participants or any aspect of the Program.

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Appendix B11 (continued)

CONFIDENTIALITY POLICY

- Members of the Chapter and volunteers who observe or suspect child abuse are “mandatory reporters” and, as such, must disclose suspected abuse to the proper authorities, and in making such reports, may disclose “Confidential Information.”

Safekeeping of Confidential Records: The President of the Chapter or her designee shall be the custodian of confidential records. It is her responsibility to supervise the management of Confidential Information to ensure safekeeping, accuracy, accountability, and compliance with this Confidentiality Policy.

Requests for Confidential Information by Other Agencies: Any request from other organizations or persons for the Confidential Information shall be honored only if the request is accompanied by written authorization from the parents or guardians of the youth participant expressly permitting the release of the requested information.

Violations of Confidentiality: Known violations of this Confidentiality Policy (by volunteers or youth participants) shall be reported to the Chapter President or her designee. A violation of this Confidentiality Policy shall result in disciplinary action up to and including suspension or termination from the Program, as appropriate.

No Liability: There shall be no liability to the chapter, or any volunteer or youth participant for disclosing information that is required to be disclosed by a court, an administrative body or competent jurisdiction, a Governmental agency, or by operation of law.

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Appendix B12 - Please keep this for your records.

YOUTH SIGN-IN/SIGN-OUT POLICY

It is the policy of the local Chapter of Delta Sigma Theta Sorority, Incorporated (the "Leavenworth Alumnae Chapter") that all youth participants, members, other volunteers, and visitors must sign in and out of its Youth Initiative Program ("Program").

The required sign-in/sign-out procedures are as follows:

- The chapter shall maintain and use a sign-in log that reflects the following: name of the youth initiative; the date; the time in and the time out; and the names of the participants, with a column for the participant and visitors to check her/their status(as member, youth, volunteer, or visitor). The form should distinguish whether a member is assisting with the Program or is a visitor/observer.
- Only authorized persons (those identified in writing) will be allowed to pick up a participant from the Program. Volunteers shall refuse to release a participant to any person, whether related or unrelated to the youth, who has not been authorized, in writing, by the parent or guardian to receive the youth.

One of the following procedures shall be observed during departure and return:

- a. Parents or an authorized representative will sign out youth.
- b. Older youth who have written parental permission will be allowed to leave the program on their own. Members will establish a system where the youth check themselves out with an approved volunteer; the approved volunteer will ensure that the youth signed out and initialed the attendance sheet.
- c. When Chapters provide transportation to off-site sponsored events, members will develop and implement a system to ensure that all youth participating for the day board the correct bus or other vehicle at the time of departure to and return from a scheduled activity.

Failure to pick up your child at the conclusion of a session or activity will result in contact being made with the local police department and/or child protective services.

If a parent or guardian wishes to arrange alternative transportation for their child to attend an off-site activity, the youth may join the group at the event or activity, but the Chapter assumes no responsibility or liability for the youth participant for any non-chapter-sponsored activity or transportation.

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