

2020-2021 Delta GEMS/Delta Academy (DGDA) Application Ages 11-18

Leavenworth Alumnae Chapter Delta Sigma Theta Sorority, Incorporated

YOUTH INITIATIVE VIRTUAL MEETING/EVENT PARTICIPATION AGREEMENT

I/We, _________ ("Parent/Guardian"), as parent(s) or legal guardian(s) of _______, give permission for Delta Sigma Theta Sorority, Inc. ("the Sorority") and the Leavenworth Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated (the "Chapter", together with the Sorority, "Delta") to host and facilitate closed virtual meetings/events using Zoom ("the Virtual Meeting Platform"), that my/our child will attend during participation in ______ 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 "Participation Agreement").

I/We 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/We will be responsible for reviewing the virtual meeting platform's privacy terms and conditions before registering for virtual meetings/events.

I/We also understand that my/our 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/We 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.

I/We 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/We hereby certify that I/we are the parents/guardians of _____

authorized legally to give this consent, and do hereby give my/our consent without reservation to the foregoing behalf of my/our child. I/We have fully read and understand the Code of Conduct. 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/We also give permission for the Chapter and the Sorority to highlight my/our 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/our child or provided by my/our child during participation in the Delta GEMS/Delta Academy Program Youth Initiative Program in accordance with the terms set forth in the Media and Publication Releases.

Participant Acknowledgement (Student Participant)

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

Participant Signature

Date

Participant Print Name

Parent/Guardian Acknowledgment

I have fully read and understand the Participation 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 Participation Agreement.

Parent/Guardian Signature

Date

Parent/Guardian Print Name

Parent/Guardian Signature

Date

Parent/Guardian Print Name

YOUTH INITIATIVE VIRTUAL MEETING AND PUBLICITY YOUTH CODE OF CONDUCT

The Youth Participant Virtual Meeting and Publicity Code of Conduct serves as codified guidance for youth participation in Delta's Youth Initiative Programs, namely those of a virtual nature. Your signature on the Participation 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:

- 1. Refrain from use of any profane, foul, hurtful, obscene or vulgar language in any virtual chatroom and during the virtual meetings and events
- 2. Refrain from engaging in any violence, cyber-bullying, or other aggressive behaviors that may threaten the welfare of other participants;
- 3. 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;
- 5. Keep your camera on at all times during all virtual youth initiative meetings and events;
- 6. Provide a noise-free environment while participating in any and all virtual youth initiative meetings and events;
- 7. 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;
- 8. Refrain from taking, presenting, and posting any and all inappropriate content including photographs, screen shots, video recordings, and/or screen recordings of any other youth participants of Delta's youth initiative programs;
- 9. Contact the leader of your youth initiative program if you have any questions or need clarification regarding the Code of conduct

SANCTIONS FOR VIOLATING CODE OF CONDUCT

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

Physical Violence and Other Misconduct:

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

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

MEDIA & PUBLICATION RELEASE

In accordance with the terms of the Participation 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:

- acknowledges that Participant may be photographed, filmed or otherwise recorded while on the premises of the event,
- 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,
- 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 create or use the Materials or to exercise any rights given by this Agreement,
- 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,
- 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,
- 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

 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.