

# **Policies and Waiver Release**

## **Lost Items:**

I understand that the Museum is not responsible for any personal items lost or stolen at our programs. We recommend writing your child's name on all personal items and leaving sentimental objects and toys at home. Lost items that are found and/or claimed will be kept at the Museum for a period of 1 month before being donated.

## **Cancellations:**

If you choose to cancel or transfer your Camps experience, refunds, proration, and fees follow the guidelines below.

- Cancellations more than 30 days prior to your selected session's start date are refunded minus a \$50 admin fee.
- Cancellations 15-30 days prior receive a 50% refund.
- Cancellations within 14 days of start date receive no refund.
- If the Museum closes camp for a full session, full refunds will be issued.
- If the Museum closes camp in the middle of a session, prorated refunds will be issued after your camp session has concluded.
- Camps may be cancelled due to insufficient enrollment. These cancellations will be issued with no additional fee.
- Transfers between sessions incur a \$25 admin fee if requested more than 30 days prior to your camp start date.

## **Photography and Video Waiver and Release:**

By agreeing to the promotional and social media "Camper Photo Release" section of the registration form, the parent, guardian, or authorized representative gives consent to the Museum to record photographs or video (the "Materials") of your child (and you to the extent you participate) as a program participant. You irrevocably and unconditionally grant the Museum all rights in perpetuity to use these sound, still, or moving images, name and likeness in any medium for educational, promotional, advertising or other purposes that support the mission of the Museum and for any lawful purpose. You agree that all rights to the Materials belong exclusively to the Museum. You waive any right

of inspection or approval of your or your child's appearance or the uses to which your or your child's appearance may be put and agree that the Materials may be edited according to the Museum's sole discretion. You understand that you will not be compensated for any such use.

You release the Museum, its affiliates and their respective directors, officers, agents, employees, assignees, licensees and customers from any and all liability of any kind that may arise out of use of the Materials or any statements by you or your child or material furnished by you. You agree to defend, indemnify and hold harmless the Museum, its affiliates and their respective directors, officers, agents and employees from any and all third party claims and any related damages, liabilities, costs and expenses arising out of any allegations that the Materials or any grant or exercise of any rights hereunder infringe or violate the rights of any third party, including but not limited to claims of defamation, invasion of privacy or infringement of rights of publicity or intellectual property rights.

### **Release and Waiver of Liability and Indemnity Agreement:**

IN CONSIDERATION of being permitted to utilize the facilities, services, and programs of the Museum (or for his/her children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the Museum, the parent or authorized representative, for themselves and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees, and represents that they have, or immediately upon entering or participating will, inspect and carefully consider such premises, facilities and equipment and that participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the parent or authorized representative finds and accepts them as being safe and reasonably suited for the purpose of such observation, use or participation by the parent, authorized representative, and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER ANY OF THE MUSEUM SITES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM

AFFILIATED WITH THE MUSEUM, THE PARENT OR AUTHORIZED REPRESENTATIVE HEREBY AGREES TO THE FOLLOWING:

THE PARENT OR AUTHORIZED REPRESENTATIVE, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, AND CONVENANTS NOT TO SUE the Museum, its directors, officers, employees, and agents (hereinafter referred to as "Releasees") from all claims and liability to the parent, authorized representative, or such children and each of their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the parent, authorized representative, or such child, whether caused by the negligence of the Releasees or otherwise, while the parent or authorized representative or such children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Museum.

THE PARENT OR AUTHORIZED REPRESENTATIVE HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the parent, authorized representative, or such children in, upon or about the Museum premises or in any way observing or using any facilities or equipment of the Museum or participating in any program affiliated with the Museum, whether caused by the negligence of the Releasees or otherwise.

THE PARENT OR AUTHORIZED REPRESENTATIVE HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the parent or authorized representative or such children due to the negligence of Releasees or otherwise while in, about or upon the premises of the Museum and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Museum.

THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT shall apply whether or not the Museum or any of the releases is alleged to be negligent (whether active, passive, concurrent or sole). This Release, Waiver and Indemnity Agreement applies to any causes of action whether past, present or future, whether foreseen or unforeseen, and whether known or unknown. In connection therewith, the parent or authorized representative waives any rights of a creditor under section 1542 of the California Civil Code, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

THE PARENT OR AUTHORIZED REPRESENTATIVE further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that, if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR AUTHORIZED REPRESENTATIVE HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, agreements, or inducements apart from the above written agreement have been made.

# Emergency and Medical Policies

## Authorization of Medical Treatment:

By checking the "I agree to the Policies and Waiver Release" box on the registration form and submitting said form for Wonder Camps at the Children's Museum of Sonoma County, I, the Parent or Authorized Representative, authorize the Museum to seek immediate medical attention for my child/children listed on the registration form and arrange for transportation in case of an injury or illness. In the event it is impossible to receive instruction for my child's care at the contact numbers I have provided, I hereby authorize any and all first aid, medical, dental, surgical treatment or other arrangements that may be deemed necessary in connection with any such injury or illness, under the control and responsibility of such persons, medical, dental personnel or facilities as are then available in the area and to which my child is referred, including treatment by such persons to administer drugs and medication, and to perform such surgical treatment as such person shall deem the existing emergency requires for pain relief and/or preservation of my child's life, limb, and wellbeing. My authorization and consent for treatment is given to the Museum in conjunction with any authorized event. Costs incurred for treatment of such illness or accident will be processed privately and/or through my insurance. I accept complete responsibility for any and all medical, dental and related expenses (including transportation to and from any medical or other facility) that may be incurred on behalf of my child.

## Medications and Sunscreen:

No medications can or will be administered to a child (including vitamins). Any child that has medication to be administered may have their parent, guardian, or medical assistant come on site to administer medication.

The only exceptions should be an epi-pen or inhaler that is prescribed to a child for use in case of emergency. A separate consent form must be submitted for any epi-pens or inhalers given to the CMOSC for use. Any epi-pens or inhalers must have their prescription label intact with the child's name clearly visible on the prescription label. Children will be expected to self-administer epi-pens and inhalers unless a child is incapable of administering to themselves. In the event a child is incapable of self-administering an epi-pen or inhaler, a trained CMOSC staff member will assist.

No sunscreen will be administered to children without consent through the registration form and disclosure of all allergies. However, in the event of an emergency in which the parent cannot be contacted, emergency medical staff and the Museum may take appropriate action in the best interest of the child (see Emergency release above).

Only a labeled sunscreen container with the child or children's first and last name(s) will be applied. If no sunscreen is sent to camp with a child, sunscreen will not be applied that day.

### **Accommodation Concerns:**

Any behavioral problems or physical, emotional, psychological, cognitive, or medical needs, including allergies, should be identified on the registration form and/or discussed with the Camps Manager.

Some accommodations cannot be made without a physician's note informing of the accommodations requested. If unsure, please inquire with the Camps Manager to discuss.

### **Contagious Illnesses:**

Any child who arrives at camp with a fever, vomiting, diarrhea, lice, or other symptoms of contagious illness will be removed from camp activities for the day and sent home. If the primary caregiver is unreachable, authorized pick-up adults and emergency contacts will be contacted. Days of illness will not be refunded or prorated.

If your child is ill, please keep them home and contact the Camps Manager to inform us that your child will not be present that day. Children will not be permitted to return to camp until symptoms improve and no fever is present for a minimum of 24 hours.

**COVID-19** – Any children that are testing positive for COVID-19 are asked to stay home for the duration of their sickness and report the positive test to the Camps Manager so appropriate steps can be taken.

If other members of the household have COVID-19 but your child does not, please test your child to ensure they are still negative before camp each day. A child is recommended to wear a mask to reduce the risk of exposure to other children at the camp for up to 3 days after the last positive test in the household.

If your child has tested positive for COVID-19, they may return to camp after they:

- Have tested negative
- Have not had a fever for 24 hours without using fever reducing medication
- All other COVID-19 symptoms are mild and improving
- It is recommended that any child or adult wear a mask for up to 10 days after their last positive test to reduce the risk of exposure to others.

### **Inclement Weather Policy:**

If the weather is poor due to smoke, excessive rain, unsafe heat, or other environmental factors, camps may be cancelled for the day to protect the health and safety of both staff and campers. Days that are cancelled by the CMOSC due to unforeseen circumstances will be prorated at the end of your selected camp's session.

The Camps Manager will check weather and emergency information each day to ensure camp activities will be safe the following day. The Camps Manager will attempt to inform parents as soon as possible if a day of camp needs to be cancelled by the CMOSC. Same day cancellations may need to happen in extreme and/or sudden circumstances.

# Child Protection Policy:

**Background Checks** – All Museum Staff and Volunteers are background checked before working or volunteering with the Museum.

As CMOSC Camps staff could be in a position to have a supervisory or disciplinary relationship with minors, all Camps staff will additionally be fingerprinted and have their criminal records checked through the Department of Justice.

Any applicant with a background check that reveals any record of crimes against children or violent behavior will not be permitted to work or volunteer at the Museum in any capacity, supervised or not.

**Peer to Peer Abuse Prevention** – Children must be respectful of each other and the adults watching over them. Rules and expectations will be communicated to the campers during their camp session. The Museum does not permit or condone bullying, teasing, name calling, or any form of verbal or physical harm.

Children engaging in abusive behavior will be given verbal warnings that will be recorded in the child's record and conveyed to the parent or guardian as well. Repeated incidents will be recorded in the child's record and behavior discussed with the parent or guardian to support the child's success at camp. If the behavior continues with no improvement, the child may be asked not to participate in certain activities up to or including being asked not to return to camp.

Children will be encouraged to have autonomy and freedom to make their own choices during free play. In these circumstances, the children will be supervised by camp personnel to make sure interactions are appropriate, safe, and kind. No games that may involve inappropriate behaviors such as wrestling, lap sitting, massaging, truth or dare, etc. will be permitted or facilitated by Camps personnel. Games such as tag, hopscotch, etc. will be permitted so long as the game remains safe and kind. These appropriate games may be facilitated by Camps staff or the children so long as all campers who would like to participate are allowed to join.

**Volunteers** – All volunteers must work together with a paid member of staff over the age of 18.

All volunteers must satisfy all volunteer application requirements and be subject to a background check before being involved in any programs, activities, or interactions with children.



**Supervision at Camp** – Each activity and program at camp shall have a system for monitoring and supervising all children under the camp's care. This includes aspects of the camp such as check-in and out, emergency procedures, daily activities, etc.

Supervision begins at check-in and ends when an approved pick-up adult checks the child out.

Volunteers or staff under the age of 18 may not supervise children without a paid staff member over the age of 18 years present with them at all times. All Camps staff will focus on the children and their needs so long as they are under the Museum's care. Campers will not be allowed in unsupervised areas and must stay in sight of Camps staff.

Staff must monitor interactions between the campers and any outside children or adults. Campers should not have personal or otherwise inappropriate contact with any outside persons.

- **Field Trips** – Minimum of 2 team members will accompany children on trips away from the museum. Children will be brought to the Baseball Field next door to the museum for regular camp activities. Roll call will be taken before and after moving to the field.
  - Staff must inspect the Baseball Field before arrival to ensure that the area is free from physical hazards.
- **Free Time** – Free time before and after camp must be supervised by Camps staff. Each activity area should have planned or structured activities at all times. Even if the activity is free play, it should be within defined physical boundaries with assigned staff supervising.

## **Appropriate Interactions Between Staff and Children**

Staff are responsible for being aware and sensitive to each individual's boundaries and must always err on the side of providing an emotionally safe environment for all children and adults they interact with.

**Discipline** - Significant verbal interactions with a child that are disciplinary in nature must have written documentation kept with the child's information form. These interactions will be discussed with the adult that picks up the child that day and/or a call may be made to the primary adult in more serious cases. Disciplinary verbal interactions are defined as a staff-imposed consequence on a child based on a child's inappropriate behavior.

**Touch Policy** - It is the responsibility of the adult to establish the boundaries of appropriate physical contact with campers in their care. Appropriate touch that

is welcomed is a positive affirmation that can build confidence and connection in a healthy, age-appropriate way. A child has the right to and is encouraged to let Camps staff and their peers know what kind of appropriate contact is acceptable to them and what is not. If the answer is no contact, staff will limit affirmations to verbal or visual affirmations only, such as a nod, wave, or “Good job!”.

Children will not be physically moved without consent unless it is to protect the life, limb, or emotional or physical well-being of the child or other individuals. Any physical removal of a child from a potentially hazardous or dangerous situation will last no longer than absolutely necessary and will be done appropriately. One hand under each armpit and asking consent to move the child is standard should a child request help. Staff will evaluate if a child needs encouragement or assistance and act accordingly (i.e., Coaching through getting down from a climbing structure versus physical assistance).

Contact is defined as appropriate and inappropriate as follows:

**Appropriate Contact:**

- High fives, fist bumps, handshakes
- Sitting beside a child
- Lightly and briefly patting a child on the back or arm
- Child-initiated appropriate hugs (preferably side hugs)
- Holding hands or interlocking arms (when age appropriate or for a safety purpose)
- Positive reinforcement for good work or behavior
- Tending an injured child
- Brief contact to protect a child in a potentially hazardous situation (child falling, to keep child away from traffic, etc.)
- Combing, brushing, or braiding of hair (No combs shall be shared)

**Inappropriate Contact:**

- Tickling, wrestling, rough housing
- Piggyback rides
- Backrubs or massage
- Seating a child on one's lap
- Any form of unwanted affection
- Games involving inappropriate touch
- Grabbing, shaking, slapping, spanking
- Pinching, pushing, kicking
- Placing hand(s) on a child's neck

- Touching private body parts or any other sexual contact

**Bathroom Policy** – If a child needs to use the restroom, a staff member will inform another staff member before accompanying that child to the door of the restroom. The staff member will first check the inside of the restroom to ensure it is safe and stand outside the door while the child is inside. When the child is finished, the staff member will remind the child to wash their hands and they will return to the group together with the staff member.