

ROADS SUCCESS

CONSENT, WAIVER AND ENROLLMENT AGREEMENT

This Consent, Waiver and Enrollment Agreement (this “Agreement”) sets forth the terms and conditions for participating in programs offered by Roads to Success, Inc. (“Roads to Success”), including both in-person programs and online programs. I am the parent or legal guardian of the minor individual named below (“my child”), and I desire to enroll my child in the programs offered by Roads to Success. Accordingly, I hereby agree to the following:

PAYMENT POLICIES

- Enrollees in Roads to Success programs agree to pay in advance for program services, to the extent that such fees are not waived or partially subsidized as part of a government financial assistance program, and understand that full registration and the completion of all requested information is necessary for participation in Roads to Success programs. Roads to Success staff are under no obligation to provide care or supervision for families who fail to meet these obligations.
- Roads to Success has the authority to automatically charge the credit card or bank account of any registered service recipient who enrolls in payment installment plans.
- Roads to Success reserves the right to cancel services for families who fail to provide payment in advance of service, or as arranged through electronic installment payments.
- Roads to Success is not obligated to issue any refunds.
- Roads to Success is under no obligation to issue refunds and/or “make up” dates for participant absences or program cancellations that are due to safety concerns or decisions by schools, the Chancellor, the Department of Education, or other governing parties.
- Payment installments are set at flat rates which are predetermined by an estimate of the full term of service and are not reflective of the amount of hours or days of service between established payment dates. As such, Roads to Success is not obligated to alter the amount of installments.
- Families who wish to reduce weekly attendance or cancel monthly payments must submit a written request to Roads to Success **no less than two weeks prior** to the proceeding billing date.
- Roads to Success reserves the right to charge a rate of \$1 per minute for any participants who are not picked up by an authorized adult at the close of their scheduled program.

- Roads to Success may charge a \$15 late fee to any account that is 5 days overdue. Families who miss a scheduled payment may have service suspended. If a participant is suspended due to missed or late payment, they may be moved to a program waitlist once payment is made.
- Roads to Success may report any balances that remain delinquent after 60 days to credit agencies or bureaus.
- Roads to Success reserves the right to charge a \$25 fee for any bounced or returned checks.
- Additional, location-specific services such as Holiday Camps, "Drop-Ins," Half Day programs that follow school early dismissals, and any other additional services are not included in any payment plans unless explicitly described in program brochures or web descriptions. Such services may be available as additional options for your school's program at an additional price.

PARTICIPANT BEHAVIORAL GUIDELINES

I understand that my child is expected to follow Roads to Success's behavioral guidelines, which include but are not limited to the following:

- Participating children must be accompanied and/or monitored by Roads to Success staff at all times and are not permitted to vacate from the supervision of staff. Children participating in an online program may not enter into or remain in a virtual classroom without at least one member of Roads to Success staff also being present in such virtual classroom.
- Children are not permitted to leave Roads to Success, unless signed out by an authorized individual.
- Any child participating in a Roads to Success program must listen carefully to and follow the rules and instructions of Roads to Success staff.
- Children are expected to be kind and respectful of staff and other students. Physical or emotional harm to others or oneself is not permitted, nor is threatening or bullying. All forms of online harassment, including, without limitation, cyberbullying, are prohibited.
- With respect to any online program offered by Roads to Success, in order to protect the privacy of my child, other participating students and Roads to Success staff, participating children are expected to keep their microphones on mute unless they are speaking or unless they receive permission by staff to turn on their microphones.
- While participating in online learning, children are required to use virtual backgrounds at all times. Children may select which virtual background they use only from those that Roads to Success has either provided or designated as acceptable.
- Recording of any virtual classroom or meeting by participants, members of their households, or any party other than Roads to Success, by any method (including but not

limited to video recording, audio recording, photographing and capturing screen shots) is strictly prohibited.

- If a child is exhibiting challenging behavior, he or she will be given reminders regarding rules. Any child who does not correct his or her behavior after such reminders may be asked to have a discussion with a family member or guardian with Roads to Success staff.

As a parent or legal guardian, I agree to encourage my participating child to adhere to these behavioral guidelines and any other rules specific to the Roads to Success program, building and/or digital space in which Roads to Success is located and/or where programming takes place. I also understand that:

- Roads to Success will notify me if my child's behavior undermines his or her ability, or the ability of other children to enjoy, benefit from, and participate safely in the program.
- If challenging behavior arises, I will be expected to collaborate with Roads to Success on a strategy to identify obstacles preventing my child from behaving according to guidelines and address my child's individual needs accordingly.
- If challenging behavior does not improve as a result of family or guardian intervention, Roads to Success may temporarily suspend or permanently dismiss my child from any program.
- If the severity of my child's behavior is such that it is dangerous or harmful to my child, other participants or staff, Roads to Success is permitted to dismiss my child immediately.
- Suspension and/or dismissal from any Roads to Success program is at the complete discretion of Roads to Success.

GENERAL AGREEMENT TO PARTICIPATE

1. I have read, understand and agree to the terms set forth under "Payment Policies" and "Participant Behavior Agreement" above, as well as the attached guidance on COVID-19 prevention standards relevant to Roads to Success's in-person programs.
2. My child has permission to participate in all Roads to Success programs that are planned and supervised by Roads to Success, including, without limitation, field trips and online programming.
3. Roads to Success has the unrestricted right to terminate my child's enrollment at its sole discretion. In the event that the termination is due to my child's behavior, I understand and agree that Roads to Success is not obligated to refund tuition or any unused amount of the tuition.
4. I agree and understand that the Roads to Success staff members have signed agreements that contact with participants outside of designated program hours and/or locations is not permitted.

PRIVACY AND SECURITY IN ONLINE PROGRAMS

5. I understand that if my child is participating in a Roads to Success program on a digital and/or online platform, then my home may be visible and audible. I also agree to endeavor to turn off digital assistants (for example, Alexa or Google Home) and to ensure that no personal information is visible or otherwise accessible by other participants in the online program.

LIABILITY ACKNOWLEDGEMENT, RELEASE AND WAIVER

6. I am aware and understand that participation in Roads to Success programs may involve physical activities and that physical injury of my child could occur while following instructions in the class. I am aware and understand also that, even though Roads to Success will adhere to the applicable health and safety guidelines and policies of the Department of Youth and Community and Department of Education while facilitating "in-person" programs, including requirements regarding face coverings and personal protective equipment, my child may be exposed to or contract COVID-19 while participating any in-person Roads to Success program.
7. I am aware and understand that due to the spread of COVID-19, Roads To Success is providing on-line programming, including by using social media platforms such as Zoom, Google, Facebook and Instagram. Such programming may be live, and risks events out of the control of Roads to Success, such as "Zoom bombing" or other privacy risks inherent in any use of social media. I understand also that any media produced or posted by Roads to Success via a social media platform shall be subject to that platform's terms of use and data policies, including certain rights to use such media, which are available for my review at the following web addresses:

Google: <https://policies.google.com>

Instagram: <https://help.instagram.com>

Facebook: <https://www.facebook.com/policy.php>

Zoom: <https://zoom.us/privacy>

8. Notwithstanding the risks that may be involved in my child's participation in Roads to Success, including as described in (5) and (6) above, I acknowledge that I am voluntarily authorizing my child to participate in Roads to Success programs, and I accept and assume any and all risks of injury or liability arising from my child's participation in Roads to Success.
9. Roads to Success has permission to treat my child for routine, minor injuries such as scrapes and bruises. In the event that a parent/guardian or emergency contact cannot be contacted in an emergency, Roads to Success has the permission to call an ambulance or escort my child to be treated at a hospital emergency room.

10. I understand and agree that Roads to Success is not responsible or liable for any physical or emotional injury, invasion or violation of any rights of privacy or publicity, or any similar claim or cause of action, now known or hereafter known, arising out of my child's participation in Roads to Success programs, including in connection with both in-person programs and online programs, and/or in connection with any authorized medical treatment as described in (9) above.
11. I expressly waive and release any and all liability, claims and demands of whatever kind or nature, now known or hereafter known, against Roads to Success on account of or attributable to my child's participation in any Roads to Success program. I agree not to make or bring any such claim or demand against Roads to Success, and fully release and discharge Roads to Success from liability under such claims or demands.

MEDIA CONSENT AND WAIVER

12. Roads to Success has permission to use any photograph, video, interview, voice, image, likeness or name of my child and any participating members of my child's family for any public use, including advertising, marketing or any other reasonable, lawful purpose. Without limiting the generality of the prior sentence, with respect to any online program, Roads to Success has permission to post a recording of any virtual program in which my child may participate in order to make such program available to other authorized Roads to Success participants who were not able to attend the live session. I understand that Roads to Success uses digital platforms, including those operated by Zoom, Google, Facebook and Instagram, to facilitate and record virtual learning programs, and to produce and post media that may include a photographs, videos, interviews, images, the voice, image or likeness of my child or of any participating member of my child's family, and that such recordings and media shall be subject to the relevant company's user and data policies.

CONSENT TO DATA RELEASE AND COLLECTION

13. I understand that Roads to Success is a not-for-profit organization that receives public funding for some programs in communities in need of our services. Its funding requires that it surveys students to collect information on all participants to monitor their progress, as well as the progress of its program.
14. Accordingly, I give Roads to Success permission to survey my child to monitor the progress of individuals and programs at Roads to Success.
15. I understand that the New York City Department of Education requires my consent in order to share information about my child with Roads to Success such as: grade level, scores on standardized math and reading tests, and attendance.
16. Accordingly, I consent to the New York City Department of Education providing, and give Roads to Success permission to gather, data regarding my child from the New York City

Department of Education for purposes of measuring the academic progress of individuals and programs at Roads to Success.

17. I understand that any such data collected by Roads to Success will be collected on all participants and analyzed as a whole, not by individual student. Thus, Roads to Success and the New York City Department of Education will treat as confidential all such data identifiable to my child.

18. I also understand that this data will be analyzed according to group cohorts and not by individual student, and Roads to Success and New York City Department of Education will treat as confidential all such data identifiable to my child.

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Student Name: _____

Signature of Parent or Legal Guardian: _____

Printed Name of Parent or Legal Guardian: _____

Date: _____