

**NORTH CAROLINA 4-H YOUTH DEVELOPMENT PROGRAM  
LIABILITY WAIVER, ASSUMPTION OF THE RISK, PHOTO & MEDIA RELEASE,  
AND INDEMNIFICATION YOUTH AGREEMENT**

In consideration of NC State University and/or NC A&T State University allowing my minor child to participate in the North Carolina 4-H Program, (hereinafter “Program”), I, for myself and/or on behalf of the minor child listed below (“Minor”), agree as follows:

I affirm and acknowledge that the Minor is participating in the Program for their own personal benefit. I understand that the Minor will participate in recreational and other activities as part of the Program and that such activities have inherent dangers and physical risks. I understand and acknowledge that the inherent dangers and physical risks involved in these activities are such that no amount of care, caution, instruction or expertise can completely eliminate them. These dangers and risks include, but are not limited to, loss of or damage to personal property, strains, sprains, bruises, heat exhaustion, and other personal injuries, or even death, that could result from tripping, falling, contact with other individuals, and equipment failure, among other causes. I assume responsibility for all risks, known and unknown, involving the Minor’s participation in the aforementioned activities, and I voluntarily authorize the Minor’s participation in reliance upon my own judgment and knowledge of the Minor’s experience and capabilities.

Additionally, I understand that the coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization and has become more widespread, including within North Carolina. COVID-19 is very contagious and believed to be spread mainly from person-to-person contact. I understand and appreciate that there are known and potential dangers of utilizing the Program’s facilities, services and programs, and I acknowledge that the use of these facilities and services may, despite the Program’s reasonable efforts to mitigate the dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death. The Center for Disease Control and state and local health departments, are reviewing and updating their respective guidance on the pandemic and its impact nearly every day.

I represent that I am acting on my behalf or as the parent or legal guardian of the Minor and I have authority to enter this Agreement. I also represent that the Minor is in proper physical and other condition to participate in the Program. I understand that it is my sole responsibility to determine whether the Minor is sufficiently fit and healthy enough to participate in the Program, and if necessary, I will consult with the Minor’s physician for appropriate guidance.

On behalf of myself and the Minor, I hereby agree to indemnify and hold harmless NC Cooperative Extension, NC State University, NC A&T State University, the NC 4-H Youth Development Program, and their trustees, officers, directors, employees and agents (the “Released Parties”) from any liability, losses, costs, damages, claims or causes of action of any kind or nature whatsoever, and expenses, including attorneys’ fees, arising from, resulting from, or relating in any way to the Minor’s participation in the Program. I further agree that if, despite this Agreement, the Minor or anyone on the Minor’s behalf, makes a claim against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any liabilities which may be incurred as a result of such claim.

I understand that the Minor and I are required to be familiar with and abide by the Program's rules and regulations, including the 4-H Code of Conduct and/or the NC 4-H Volunteer Standard of Behavior and any safety regulations established for the benefit of all participants. I accept sole responsibility for the conduct and actions of the Minor while they are participating in the Program.

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

**\_\_\_\_ YES, I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.**

Signature of Parent/Guardian:

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Name of Minor:

## North Carolina 4-H Photo & Media Release

I agree to allow NC Cooperative Extension, the 4-H Youth Development Program, NC State University, and/or NC A&T State University or their agents to photograph or record the Minor during the Program. I further agree that the Minor's image or likeness in photographs, videos, or audio may be used for educational or promotional purposes, including broadcasting or posting on the Internet. I agree that the use described herein may be without compensation to me or the Minor. On behalf of myself and the Minor, I waive any right to inspect or approve the finished electronic, photograph, or printed matter that may be used in conjunction with the printed matter now or in the future. I expressly release NC Cooperative Extension, North Carolina 4-H Youth Development, NC State University, NC A&T State University, their agents, employees, licensees and assigns from any and all claims which I or the Minor may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other causes of action arising out of the use, adaptation, reproduction, distribution, broadcast or exhibition of such recordings.

Check one:

I **agree** to photo/media use for any use described herein.

I **do not** agree to photo/media use for any use described herein.

I understand that this is a legal document which is binding on me, my heirs and assigns and on those who may claim by or through me. I am eighteen years of age or older, and have full capacity to enter into this agreement and do so voluntarily.

**I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT.**

Signature of Parent/Guardian:

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Name of Minor:

## **North Carolina 4-H Code of Conduct and Disciplinary Procedure**

The NC 4-H Youth Development Program has established standards of conduct for all participants. It is the responsibility of the parent/legal guardian and the participant to review the Code of Conduct and Disciplinary Procedures.

### **I. Purpose and Application:**

- A. The 4-H Code of Conduct is intended to foster safe face-to-face and online environments that are conducive to optimal learning and growth. Toward that end, youth participants are expected to behave in a way that respects the dignity, rights, and property of others, and that will not disrupt or interfere with 4-H program goals.
- B. This 4-H Code of Conduct and Disciplinary Procedure is a condition of participation in any North Carolina 4-H activities or programs.

### **II. Behaviors Prohibited at 4-H Program Activities:**

- A. Possession, selling, and/or use of alcoholic beverages, tobacco products, and illegal drugs OR being present where individuals are using alcohol, tobacco products and/or any illegal substances
- B. Any kind of sexually related physical contact
- C. Bullying, harassing or using derogatory language towards another person or group of people is prohibited
- D. Harassment will not be tolerated. Hazing is prohibited. Cyberbullying is prohibited
- E. Recording, taking, sharing screenshots or images is prohibited unless directed to do so for Program purposes
- F. Sharing links or passwords for Programs or content is prohibited unless directed to do so for Program purposes
- G. Possession of weapons or firearms (except while participating in a 4-H Shooting Sports Event)
- H. Behavior that violates state or local laws
- I. Damage to property of others
- J. Theft, misuse or abuse of public or personal property
- K. Conduct that jeopardizes the safety of self or others
- L. Conduct that disrupts or interferes with 4-H programming
- M. Using Program content, contacts, images or video for personal use outside the scope of the Program
- N. Sharing personal information, email, or social media accounts with individuals outside the scope of the Program
- O. Leaving a program or facility without permission of parents or 4-H staff (including authorized volunteers)
- P. Inappropriate dress, including but not limited to clothing that is disruptive to the operations or goals of 4-H. Examples

may include, but are not limited to, clothing with negative or hateful language or symbols and shirts or pants that fail to appropriately fit or to cover a participant's body and undergarments. Clothing should meet the standards expected in public schools. Specific clothing requirements may be implemented where appropriate for a particular event.

### **III. Additional Basis for Disciplinary Action**

County or State Extension personnel may impose discipline pursuant to Part IV below in cases of misconduct by current, former, or prospective 4-H participants if, in the judgment of 4-H personnel or their supervisors, the misconduct poses a potential risk to the 4-H program. This includes risks to the safety or well-being of others and risks to the effective functioning or integrity of 4-H. This applies regardless of whether the misconduct occurred during a 4-H activity or in a setting unrelated to 4-H activity.

### **IV. Disciplinary Procedures:**

- A. Discipline may be imposed by any 4-H staff or Cooperative Extension Service employee who has oversight responsibility for 4-H activities.
- B. Unless immediate action is required, the following procedures should take place before imposing any adverse consequences:
  - 1) the accused participant shall be told the charge (which of the prohibited behaviors listed above he or she is accused of violating), and
  - 2) the accused participant is told what factual evidence supports the charge, and
  - 3) the accused participant has been given a chance to tell his/her side of the story.
- C. The 4-H staff person must be satisfied that the participant engaged in the prohibited behavior before imposing a sanction.
- D. Sanctions may include some or all of the following:
  - 1) Verbal warning
  - 2) Notification to parents
  - 3) Immediate removal from the activity
  - 4) Being placed on a behavior contract
  - 5) Referral to local law enforcement and/or juvenile court
  - 6) Program suspension and/or
  - 7) Expulsion from program
  - 8) Dismissed participants may not be eligible for a refund of any fees or expenses
  - 9) Other sanctions appropriate to the circumstances, as determined by 4-H.
- E. Appeals
  - 1) Disciplinary action for local or county-level events may be appealed to the County Director and or 4-H Agent. All appeals must in writing and must be received by the County Director and or 4-H Agent within 30 days of the disciplinary action. The County

Director and or 4-H Agent or designee shall review the appeal statement, any written response from the decision maker, and may review other relevant information. The County Director and or 4-H Agent shall send a written decision to the appellant, the 4-H staff member who made the initial decision, and Head of the State 4-H Youth Development Program. The County Director and or 4-H Agent's appeal decision shall constitute the final agency action unless the Head of the State 4-H Youth Development Program chooses to exercise further review.

2) Disciplinary action for regional or state-level events may be appealed to the Head of the State 4-H Youth Development Program, Cooperative Extension Service, Box 7655, NC State University, Raleigh NC 27695-7655; telephone (919) 513-3059. All appeals must in writing and must be received by the Head within 30 days of the disciplinary action. The State 4-H Youth Development Program Head or designee shall review the appeal statement, any written response from the decision maker, and may review other relevant information. The Head shall send a written decision to the appellant and the 4-H staff member who made the initial decision, and the Head's appeal decision shall constitute the final agency action.

F. Immediate action situations:

4-H or Extension staff may take immediate action to remove a participant from an activity and other action as needed, where there is an emergency situation or significant risk of continuing misconduct. In those cases, the immediate action is temporary discipline and the 4-H or Extension staff must arrange for the procedures in parts B, C, D, and E above as soon as possible but in no event longer than seven days from the temporary discipline.

Member Printed Name: \_\_\_\_\_ Signature of Member:

Printed Name of Parent/Guardian:

Signature of Parent/Guardian:

Date: