



### **Member Participation Agreements, Consent to Participate and Release of Liability Form**

Digital NEST is a private, youth-serving nonprofit organization. The NEST provides gathering space, access and use of digital technology tools, training/workshops/classes, career coaching, mentoring, field trips, social events and employment for young people from 9<sup>th</sup> grade in high school to 24 years of age. All NEST technology and services are provided free to Members, made possible entirely by contributions, grants, and donations.

#### **Participant Code of Conduct:**

- I agree to treat myself and others respectfully.
- I agree to follow directions given to me by Digital NEST staff.
- I agree to contribute to creating a NEST environment that is safe and conducive to Member focus, learning and self-improvement.
- I agree to remind other Members of this Code of Conduct if I witness them violating it and to notify staff of significant violations that they themselves did not witness.
- I will participate in activities with a positive attitude.
- I agree to support other members and staff of the Digital NEST.

**The following are inappropriate behaviors or actions within NEST facilities and at NEST programs and will result in immediate review of a Member's membership status and may result in the NEST taking corrective action; this action can lead to termination of Digital NEST membership and being banned from NEST sites and could have legal ramifications for an individual and his/her family:**

- Being in possession of, using or being under the influence of alcohol, recreational or illegal drugs within Digital NEST facilities, or at Digital NEST-sponsored programs and smoking within Digital NEST facilities. There are only two exceptions to this: legal use of tobacco outside of NEST facilities, and legal, moderate, social drinking by Members over the age of 21 at NEST events, IF the Member has been given express permission by a senior staffer. Under no circumstances should Members, regardless of legal drinking, consume any alcohol if they are the driver for transportation being provided to other NEST Members or any other youth in connection with NEST activities.
- Carrying or concealing a weapon or any device or object that may be used as a weapon.
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior, including sexual harassment, expressions of racism or prejudice on the basis of gender, sex, ethnicity, class, ability or sexual orientation.
- Non-consensual physical contact with another person, angry, aggressive, or threatening physical gestures and unwanted sexual contact.
- Verbally abusive behavior, including profanity, angry language, swearing, name-calling, or shouting, including sexual harassment, expressions of racism or prejudice on the basis of gender, sex, ethnicity, class or sexual orientation.
- Sexually explicit conversation or behavior; any sexual contact with another person.
- Theft, or behavior that results in the destruction or loss of property.

#### **Digital NEST Responsibilities:**

As an independent youth organization and one that is distinctly separate from the Pájaro Valley Unified School District, we take responsibility for the safety and well-being of our members. By signing this release form you accept that:

- Due to the age restrictions, the Digital NEST reserves the right to ID youth before registration. A school ID or State ID are acceptable.
- All staff and volunteers are mandated reporters, therefore we are by law required to report any suspicion of child abuse (verbal, sexual, emotional, physical, and neglect).
- The Digital NEST is only responsible for youth that are signed into our attendance system and who are inside our facilities or participating in NEST-sponsored activities outside our facilities during specified hours of programming.

## Other General Consents:

If the individual who is the subject of this form and being granted membership in the Digital NEST is under 18, then the consent-giver is a legal parent/guardian of that individual; if the applicant is over the age of 18 then s/he is the legal consent-giver.

- I give consent for necessary health care, including paramedics and licensed medical personnel in the event that I cannot be reached
- I agree to participate in regular and routine research and evaluation activities conducted by, sponsored by or hosted by the NEST. If any specific activities of this type are conducted that require me to disclose sensitive information I will be presented with an additional, specific consent form and given the opportunity to opt out of research and evaluation activities of this type.
- I release Digital NEST of responsibility for injury, accident or loss of belongings during participation in NEST activities.
- I permit Digital NEST to use photos/videos/quotes of me, or of my child or the child under my guardianship taken during involvement in programs and hereby waive all rights to compensation.

## Technology Use Agreement (adapted from the PVUSD Acceptable Use Agreement):

Any unlawful or malicious use of the Digital NEST sites' computer network is strictly prohibited, including, but not limited to:

- Accessing, posting, submitting, publishing, displaying or transmitting any of the following:
  - Pornographic or sexually explicit material
  - Material that could be construed as harassment or disparagement of others based on race/ethnicity, national origin, gender, sexual orientation, age, disability, religion, or political beliefs
  - Obscene depictions
  - Materials that are threatening or encourage illegal activities
  - Selling or purchasing illegal items or substances
  - Accessing and/or spreading malicious files, such as viruses, worms, spam, etc.
  - Attempting to bypass the content filter to access blocked sites such as, but not limited to proxy sites.
  - Violation of copyright laws or plagiarism of any kind.
- Causing harm to others or damage to property, such as, but not limited to:
  - Cyberbullying: It shall be the Member's responsibility to report any cases to a staff member.
  - The use or distribution of profane, abusive, or offensive language; threatening, harassing, or making damaging or false statements about others. Harassment or intimidation by words, gestures, body language, or any type of menacing behavior, including sexual harassment, expressions of racism or prejudice on the basis of gender, sex, ethnicity, class, ability or sexual orientation.
- Using, deleting, copying, modifying or forging other usernames, emails, files, or data.
- Using another person's network account name, information or credentials.
- Disclosing information that could potentially lead to unauthorized access of network account name, information or credentials.
- Accessing the Digital NEST sites' network, either internally or externally, to pursue "hacking."

## BEFORE ENTERING THE BUILDING:

- Members must wear a mask (we will provide disposable masks if needed)
- Stay 6 ft apart from anyone entering the building
- Get your temperature checked by Digital NEST staff (must be under 100.00 F)
- Pass the symptom checklist



Youth provide parental, guardian or head-of-household (for Members 17 and younger) permission to use the service. Permissions will be verified by a Digital NEST staffer via phone. Staff will use the confirmation call to make sure that parents, guardians and heads-of-household have a procedure in place at home to disinfect the youth before re-entering their home; staff will offer ready-made procedures (written in English and Spanish) and disinfecting supplies to households that do not have them. During permission confirmation calls the staffer will explain the purpose and nature of the service, make sure that the NEST has an “always-on” contact number for a parent, guardian or head-of-household for the youth and will inform the parent, guardian or head-of-household that the NEST will notify them when a reservation is made, when their youth arrives at Digital NEST and when they leave Digital NEST.

**INSIDE THE BUILDING:**

- Members wear their mask at all times, unless drinking or eating a quick snack
- Stay 6ft apart from anyone in the building
- No sharing of anything between other people
- Everyone must sanitize the restroom before and after they use it
- Sanitize their own workspace after they’re done using it
- Be mindful of others doing their work

**CONSEQUENCES FOR FAILURE TO FOLLOW PROCEDURES:**

1. First offense, a friendly reminder to follow procedures
2. Second offense, receive a warning
3. Third offense, member must go home for the day and can come back for their next appointment
4. Fourth offense, member is not allowed to make an appointment for a week
5. Fifth offense, member is suspended from making appointments for two weeks

**Member Consent:**

I, \_\_\_\_\_, acknowledge that I have read and accept all terms and conditions of becoming a Digital NEST member.

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

**Parent/Guardian Consent:**

I, \_\_\_\_\_, as the parent/guardian of this youth, acknowledge that I have read and accept all terms and conditions of the Digital NEST membership.

\_\_\_\_\_  
Parent Signature (if member is under the age of 18)

\_\_\_\_\_  
Date