YOUTH PROGRAMS

REGISTRATION, LIABILITY WAIVER, ASSUMPTION OF RISK AND PARTICIPATION AGREEMENT

The Root 66 Garden, a California nonprofit corporation, and Wild Byte LLC

This agreement is for the youth programs held at The Root 66 Garden, 12151 Foothill Blvd, Rancho Cucamonga, CA 91739. The garden's youth programs include Root 66 Rangers and the Junior Ecologists classes, which are presented by Wild Byte LLC at The Root 66 Garden. In this agreement, "the Program" means the class, workshop, session, or program identified below — including Root 66 Rangers, Junior Ecologists, and any other youth class or program offered at The Root 66 Garden now or in the future. "Program Providers" means The Root 66 Garden and Wild Byte LLC, together. BeeRooted Bees, the Garden's beekeeper partner, leads bee-related activities at the garden and is protected under this agreement's release, indemnification, and dispute resolution sections.

Programs at the garden are outdoor, hands-on educational programs. Depending on the session, activities may include gardening, agriculture, nature exploration, environmental education, animal care, composting, planting, harvesting, crafts, educational projects, walking on uneven terrain, and the use of age-appropriate tools and equipment.

This agreement applies to all sessions and activities of the Program, unless a separate written agreement is provided.

Please read this entire agreement carefully before signing. By registering a child, the parent or legal guardian acknowledges and agrees to the terms below.

1. PARTICIPANT INFORMATION

Program/Class: _____

Session/Dates: _____

Child's Full Legal Name: _____

Child's Preferred Name: _____

Date of Birth: _____ Age: _____

Parent/Legal Guardian Full Legal Name: _____

Relationship to Child: _____

Phone Number: _____

Email Address: _____

Home Address: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

Emergency Contact Relationship: _____

Primary Physician: _____

Physician Phone: _____

Allergies (food, environmental, medications):
_____

Medical Conditions or Special Needs: _____

Medications (if any): _____

Dietary Restrictions: _____

T-Shirt Size: _____

Is your child fully independent with toileting (including wiping and hand washing)? ☐ Yes ☐ No

Has your child historically demonstrated any of the following in a group setting (school, childcare, sports)? ☐ Elopement (leaving a supervised area or running away from the group) ☐ Difficulty regulating emotions or behaviors when frustrated, overstimulated, or asked to follow directions ☐ None

If so, please describe the typical frequency and intensity, and what interventions or strategies have been most effective: _____

Known emotional or environmental triggers (for example, loud noises, transitions, specific topics, being corrected): _____

How well does your child typically transition between activities or environments? (1 = very poorly

/ high difficulty, 10 = very well / easily): _____

Anything else about your child's personality, learning style, or social needs that will help us support them: _____

2. PROGRAM STATUS DISCLOSURE

I understand that the Program is an educational, agriculture-based enrichment program and is not a licensed childcare program under the State of California.

3. PROGRAM DESCRIPTION AND ACTIVITIES

I understand that the Program is an outdoor educational program and that activities may take place throughout The Root 66 Garden property.

Depending on the session and day's activities, the program may include:

• Gardening, planting, harvesting and agricultural activities
• Nature exploration and environmental education
• Interaction with plants, insects and animals
• Animal care and observation
• Composting and soil-related activities
• Educational crafts and hands-on projects
• Walking on dirt, grass, gravel, slopes, pathways and other uneven surfaces
• Use of age-appropriate gardening tools and equipment
• Outdoor games and physical activities
• Educational activities involving bees and other pollinators
• Activities near trees, plants, structures, irrigation systems, garden beds and other property features

I understand that not every activity will occur during every session.

I understand that outdoor environments cannot be completely controlled or made free of hazards.

4. ASSUMPTION OF RISK

I understand and acknowledge that participation in outdoor, agricultural, educational and recreational activities involves inherent and reasonably foreseeable risks.

These risks may include, but are not limited to:

• Slips, trips and falls

• Uneven, muddy, wet, rocky or slippery ground
• Minor cuts, scrapes, bruises and other injuries
• Insect bites or stings
• Bee or wasp stings
• Allergic reactions
• Contact with plants, soil, compost, pollen or natural materials
• Contact with animals or animal waste
• Exposure to sun, heat, cold, wind, rain or other weather conditions
• Dehydration, heat-related illness or sunburn
• Use of gardening tools or age-appropriate equipment
• Falling branches, vegetation or other natural objects
• Encounters with wildlife
• Risks associated with other participants
• Accidental injury resulting from ordinary program activities
• Other hazards inherent to an outdoor garden and agricultural environment

I understand that additional risks may exist that are not specifically listed above.

I voluntarily choose to allow my child to participate and accept the inherent risks associated with participation to the fullest extent permitted by California law.

5. PROPERTY AND ENVIRONMENTAL CONDITIONS

I understand that The Root 66 Garden is a working community garden and outdoor agricultural property and is not a traditional indoor recreational facility.

The property may contain natural and man-made conditions including, but not limited to:

• Dirt, gravel, rocks and uneven ground
• Garden beds and irrigation equipment
• Trees, branches and vegetation
• Agricultural materials
• Compost and soil
• Tools and equipment
• Fences, gates and structures
• Animals and animal enclosures
• Insects and wildlife
• Areas that may be wet, muddy or slippery

I agree that my child will remain within designated program areas and will follow staff instructions regarding restricted or hazardous areas.

6. BEE AND POLLINATOR SAFETY

I understand that bees are present at The Root 66 Garden as part of the garden's natural ecosystem and pollination activities. Bee hives may be maintained on or near the property by authorized personnel, including the Garden's beekeeper partner, BeeRooted Bees.

I understand that bee stings are an inherent risk of an outdoor garden environment.

The following safety rules apply:

• Children may not touch, open, move or interfere with bee hives or beekeeping equipment.
• Only authorized beekeepers or staff may handle hives.
• Children must follow staff instructions regarding distance from hive areas.
• Hive entrances and bee flight paths must remain clear.
• Children should remain calm and move away from bees when instructed.
• Children must not intentionally swat at, chase, capture or disturb bees.
• Strong perfumes, scented lotions and strongly scented personal products are discouraged.
• Parents and guardians must disclose known insect or bee-sting allergies.
• Parents and guardians are responsible for providing required emergency medication, including an epinephrine auto-injector when prescribed.

I understand that reasonable precautions are taken, but the presence of bees cannot be completely eliminated from an outdoor garden.

7. ANIMALS AND WILDLIFE

I understand that children may encounter or observe animals, birds, insects and other wildlife during the program.

Children may only touch or interact with animals when specifically instructed and supervised by authorized staff.

Children may not:

• Chase animals
• Feed animals without permission
• Enter animal enclosures without permission
• Handle animals without staff approval
• Disturb nests, hives, wildlife or animal habitats
• Touch unknown wildlife or insects

I understand that animal contact carries inherent risks, including scratches, bites, allergic reactions and other injuries.

8. HEALTH, ALLERGIES AND MEDICAL INFORMATION

I agree to provide the Program Providers with accurate information regarding any medical condition, allergy, disability, dietary restriction, medication, behavioral consideration or other condition that may affect my child's participation or safety.

This includes, but is not limited to:

- Bee or insect sting allergies
- Food allergies
- Environmental allergies
- Asthma
- Seizure disorders
- Diabetes
- Physical limitations
- Mobility limitations
- Conditions requiring medication
- Other conditions requiring special consideration

I understand that program staff cannot safely accommodate a condition that has not been disclosed.

I agree to notify the Program Providers promptly if my child's medical information changes.

9. MEDICATION AND EMERGENCY MEDICATION

Parents or guardians are responsible for providing any medication that their child may require during program participation, unless otherwise arranged in writing with a Program Provider.

Emergency medications should be clearly labeled with the child's name and provided with appropriate instructions.

I understand that staff members are not medical professionals and that staff assistance with medication will be limited to what is permitted by law and program policy.

If an emergency medication is not provided when needed, I understand that the Program Providers cannot guarantee that the medication will be available.

10. EMERGENCY MEDICAL AUTHORIZATION

In the event of illness, injury or another emergency involving my child, I authorize the Program Providers and their authorized staff or volunteers to take reasonable steps to protect my child's safety.

This may include:

• Contacting me or my emergency contact
• Calling 911 or other emergency services
• Requesting emergency medical assistance
• Arranging transportation by emergency medical personnel
• Providing basic first aid within the limits of staff training

If emergency medical treatment is reasonably necessary, I authorize emergency medical personnel and healthcare providers to provide appropriate treatment consistent with applicable law.

I understand that neither Program Provider provides medical care and neither can guarantee any particular medical outcome.

I agree that I am responsible for medical, hospital, ambulance, medication and other healthcare expenses incurred for my child, to the extent permitted by law and applicable insurance coverage.

11. ILLNESS POLICY

For the safety of participants and staff, children should not attend the program when they have a contagious illness, fever, vomiting, diarrhea, or other symptoms that reasonably indicate that they may be contagious or unable to safely participate.

A Program Provider may require a child to leave the program if staff reasonably believe the child is ill or cannot safely participate.

Parents or guardians agree to promptly pick up their child when requested.

12. SUPERVISION AND SAFETY RULES

Reasonable supervision will be provided during scheduled program activities.

I understand that supervision does not mean that a child will be within arm's reach or direct eyesight of a staff member at every moment.

My child must:

• Follow staff instructions
• Remain in designated program areas
• Use tools and equipment only as instructed

• Treat animals, plants, property and other participants respectfully
• Avoid restricted areas
• Immediately report injuries, unsafe conditions or concerning situations to staff

I understand that children who repeatedly refuse to follow safety instructions may be removed from an activity or the program.

13. BEHAVIOR AND REMOVAL FROM PROGRAM

The Program Providers reserve the right to remove a participant from an activity or terminate participation when a child's behavior creates a safety concern, substantially disrupts the program, threatens another person, intentionally damages property, or repeatedly violates program rules.

Examples include:

• Aggressive behavior
• Bullying or harassment
• Fighting
• Intentionally harming an animal or another participant
• Deliberately damaging property
• Refusing reasonable safety instructions
• Leaving designated areas without permission
• Dangerous or reckless behavior

If a child is removed from the program, the parent or guardian is responsible for promptly picking up the child.

Program fees are not necessarily refundable following removal for behavioral or safety reasons.

14. DROP-OFF AND PICK-UP AUTHORIZATION

Only a parent, legal guardian, or person authorized by the parent or guardian may pick up the child.

I agree to provide the Program Providers with accurate information regarding authorized pickup persons.

The following individuals are authorized to pick up my child:

Name: _____ Phone: _____

Name: _____ Phone: _____

Name: _____ Phone: _____

I understand that the Program Providers may require reasonable identification before releasing a child.

The Program Providers are not responsible for a child after the child has been properly released to an authorized pickup person.

15. RELEASE OF LIABILITY

In consideration for allowing my child to participate in the Program, I, on behalf of myself and, to the extent permitted by applicable law, my child and our respective heirs, representatives and successors, agree to release, waive, discharge, and hold harmless The Root 66 Garden, Wild Byte LLC, and BeeRooted Bees, and their respective directors, officers, employees, staff, volunteers, agents, contractors, program instructors, affiliates and authorized partners from any and all liability, claims, or causes of action arising from my child's participation in the Program or use of the Garden facilities, to the fullest extent permitted by California law.

This release is intended to apply to claims for personal injury, illness, property damage or other loss arising from the inherent risks and ordinary risks of participation in the program, except in cases of gross negligence or willful misconduct, to the extent required by California law.

This release does not purport to waive any claim or liability that cannot legally be waived under California law.

16. INDEMNIFICATION

To the extent permitted by California law, I agree to indemnify and hold harmless The Root 66 Garden, Wild Byte LLC, and BeeRooted Bees and their respective directors, officers, employees, staff, volunteers, agents, contractors and authorized partners from claims, damages, losses, liabilities and reasonable expenses, including legal fees, arising from:

• My child's intentional or reckless conduct;
• My failure to provide accurate medical, allergy or emergency information;
• My violation of this agreement or program rules; or
• Claims brought by me or on my behalf to the extent legally permitted.

Nothing in this section requires me to indemnify any person for conduct for which indemnification is prohibited by California law.

17. PARENT/GUARDIAN REPRESENTATION

I represent and warrant that:

• I am the child's parent or legal guardian, or I have lawful authority to sign this agreement;
• I have provided accurate registration and emergency information;
• I have disclosed relevant medical and allergy information;
• I have informed my child that safety rules must be followed;
• I understand the nature of the program and its outdoor environment;
• I have had the opportunity to ask questions before signing this agreement; and
• I voluntarily consent to my child's participation.

18. PHOTOGRAPHY, VIDEO AND MEDIA

The Root 66 Garden and Wild Byte LLC may photograph or record program activities for educational, promotional, website, social media, grant reporting and community outreach purposes.

PHOTO/VIDEO CONSENT:

☐ YES, I authorize The Root 66 Garden and Wild Byte LLC to use photographs or video recordings of my child for educational, promotional, social media, website, grant reporting and community outreach purposes.

☐ NO, I do not authorize use of photographs or video recordings of my child for these purposes.

I understand that declining media consent does not affect my child's eligibility to participate.

19. PERSONAL PROPERTY

The Program Providers recommend that children bring only necessary items to the program.

I understand that the Program Providers are not responsible for lost, stolen or damaged personal property, except to the extent responsibility cannot legally be excluded.

20. WEATHER AND PROGRAM CHANGES

Because the Program operates outdoors, activities may be modified, relocated, delayed, shortened or canceled because of weather, unsafe environmental conditions, emergencies, property conditions, staffing circumstances or other conditions affecting participant safety.

The Program Providers will make reasonable efforts to notify parents or guardians of significant changes.

21. NO GUARANTEE OF PROGRAM AVAILABILITY

I understand that program activities may change from the description provided during registration.

The Program Providers do not guarantee that every advertised activity will occur during every session.

Activities may be modified based on weather, staffing, safety considerations, availability of materials, seasonal conditions or other circumstances.

22. PAYMENTS — DONATION AND NO-REFUND POLICY

I understand that all payments made for the Program are considered charitable contributions that support a nonprofit organization.

All fees are non-refundable, including in cases of absence, schedule changes, or dismissal due to behavior.

23. DISPUTE RESOLUTION AND MEDIATION

Before filing a lawsuit concerning this agreement or participation in the Program, the parties agree to make a good-faith effort to resolve the dispute through informal discussion and, when appropriate, mediation. This applies to disputes involving The Root 66 Garden, Wild Byte LLC, BeeRooted Bees, or any of them.

Any mediation shall take place in San Bernardino County, California, unless the parties mutually agree otherwise. No lawsuit or court action shall be filed by either party until mediation has been attempted in good faith.

Nothing in this provision is intended to prevent either party from seeking emergency injunctive relief or exercising any legal right that cannot lawfully be restricted by agreement.

24. GOVERNING LAW AND VENUE

This agreement shall be interpreted under the laws of the State of California, to the extent California law applies.

To the extent legally permitted, any court proceeding arising from this agreement shall be brought in a court of competent jurisdiction in San Bernardino County, California.

25. SEVERABILITY

If any provision of this agreement is determined to be invalid, unenforceable or prohibited by law, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

26. ENTIRE AGREEMENT

This document contains the agreement between the parent or legal guardian and the Program Providers regarding participation in the Program, except for any separate written agreements or policies expressly incorporated into the registration process.

No oral statement shall modify this agreement unless the modification is made in writing and authorized by the Program Providers.

27. ELECTRONIC SIGNATURE AND CONSENT

I understand that I am electronically signing this agreement.

By submitting this registration and entering my full legal name below, I acknowledge that I have read this entire agreement, understand its contents, have had the opportunity to ask questions, and voluntarily agree to its terms.

I understand that my electronic signature is intended to have the same legal effect as my handwritten signature to the extent permitted by applicable law.

Parent/Legal Guardian Full Legal Name: _____

Electronic Signature: _____

Date: _____

☐ I confirm that I am the parent or legal guardian of the child identified in this registration and that my typed name constitutes my electronic signature and agreement to this Registration, Liability Waiver, Assumption of Risk and Participation Agreement.

28. FINAL ACKNOWLEDGMENT

By submitting this registration, I confirm that:

☐ I have read and understand this entire agreement.

☐ I understand that the Program is an outdoor program with inherent risks.

☐ I understand the risks associated with bees, insects, animals, plants, tools, uneven terrain

and outdoor conditions.

☐ I have disclosed all known allergies and medical conditions that may affect my child's participation.

☐ I understand that I am responsible for providing necessary emergency medication.

☐ I understand that my child must follow all staff safety instructions.

☐ I authorize emergency medical assistance when reasonably necessary.

☐ I understand the program's illness, behavior, drop-off and pickup requirements.

☐ I voluntarily consent to my child's participation in the Program.

Parent/Guardian Name (Print): _____

Signature: _____ Date: _____

Program Representative (if applicable): _____

Signature: _____ Date: _____

Thank you for being part of The Root 66 Garden community. We look forward to a meaningful and enriching experience for your child.