

**Consent and Release**

**1. Services:** D2 Center, Inc. ("D2 Center") offers educational services to out-of-school and disengaged youth ages 15 to 21 needing to earn a high school diploma and prepare for post-secondary opportunities and a career (the "Educational Services"). The Educational Services may include, but are not limited to, (a) a youth academic navigator ("YAN") to act as an education-focused case manager; (b) tutoring and elective credit classes for students needing academic assistance or alternative ways to earn credit; (c) a career navigator ("CN") to assist with postsecondary planning and connections; and (d) a reengagement partnership with schools for students who have withdrawn but are eligible to reenroll. The Educational Services may involve YAN(s), CN(s), D2 Center personnel, Partner personnel, and other students. The Educational Services may take place at D2 Center and/or at off-site locations (e.g., school, home, court, Partner locations, field trips) (the "Off-Site Locations"), and may involve transportation with one or more D2 Center personnel to and/or from D2 Center and/or such Off-Site Locations (the "Transportation").

**2. Partners:** The Educational Services may require D2 Center to work with collaborating agencies and partners (the "Partners") on behalf of the undersigned student (the "Student"). Such Partners include, but are not limited to, (a) Douglas and/or Sarpy County Juvenile Probation, attorney's offices, and associated juvenile justice programs; (b) Nebraska Early Childhood Collaborative Teen and Young Parent Program, including its service providers, the Child Saving Institute, Lutheran Family Services, Nebraska Children's Home Society, Visiting Nurse Association, and Heartland Family Services; (c) Project Everlast and associated programs for foster youth through the Nebraska Children and Families Foundation; (d) Youth Emergency Services; (e) Education Quest; (f) Urban League; (g) Promiseship; (h) Job Corps; (i) Opportunity Youth Alliance, (j) Planned Parenthood of the Heartland; (k) Latino Center of the Midlands; (l) schools, school districts, and school staff members in Douglas and Sarpy Counties; (m) Heartland Workforce Solutions; and (n) Metropolitan Community College.

**3. Release and Use of Information:** D2 Center requires information about the Student in order to provide the Educational Services (the "Student Information"). The undersigned has or will execute a consent to release the Student Information with the Student's school district, authorizing such school district to share the Student Information with D2 Center. The undersigned fully understands, acknowledges, and agrees that D2 Center may (a) enter Student Information into the D2 Center database; (b) use the Student Information to provide the Educational Services for the Student; (c) share Student Information with appropriate Partners, as deemed reasonable or necessary by D2 Center in its sole discretion, provided that such shared Student Information will be used by the Partners exclusively to serve the student and will remain confidential in accordance with applicable law; and (d) use the Student Information, in a form that cannot be used to identify the Student's identity, to track, report, and evaluate the D2 Center and its Educational Services, including use of such non-identifiable information even after the Student is no longer participating in the D2 Center's Educational Services. D2 Center may ask the undersigned about their experience with the D2 Center's Educational Services, and any responses may be used for evaluation of the D2 Center and its Educational Services.

**4. Release of Liability and Indemnification:** The undersigned fully understands the nature of the activities involved in the Educational Services and the associated risk of bodily injury/death and property damage/loss. To the fullest extent permitted by law, by signing this Consent and Release, the undersigned (on behalf of the undersigned, and, if applicable, on behalf of the undersigned's minor Student) is forever releasing and agreeing to indemnify and hold harmless the D2 Center and its directors, officers, agents, employees,

volunteers, and Partners (collectively, the "D2 Group") from any and all claims, demands, losses, injuries, and damages of any kind or nature and however caused that result from or arise out of (a) participation in any Educational Services; (b) use or sharing of Student Information; or (c) presence on D2 Center property, at Off-Site Locations, or during Transportation, all except if solely caused by the D2 Group's willful misconduct or gross negligence. In no event shall D2 Group be liable for incidental, indirect, punitive, special, or consequential damages.

**5. Media Release:** Unless the undersigned expressly opts out by initialing below, the undersigned gives permission for D2 Center to include the Student's likeness and image in photographs, videos, printed materials, web pages, social media posts, and local media stories for informational and promotional purposes regarding the Educational Services, without compensation. The undersigned understands the undersigned has no right to review such items prior to their use.

*To Opt Out, Initial Here: \_\_\_\_\_*

**6. Restrictions and Enforcement:** The undersigned acknowledges that the Student must (a) abide by all D2 Center (and, if applicable, Off-Site Location) rules, regulations, policies, and procedures, (b) follow all instructions of D2 Center personnel, (c) behave in a respectful manner toward all YAN(s), CN(s), D2 Center personnel, Partner personnel, and other students, and (d) comply with all applicable laws. Violating conduct may lead to immediate termination of all or any Educational Services, at the sole discretion of D2 Center personnel. Any and all decisions made by D2 Center personnel regarding violation are final.

**7. Term.** This Consent and Release shall remain in effect until the Student no longer participates in the D2 Center's Educational Services; or (b) the undersigned revokes this Consent and Release. All rights, remedies, obligations, covenants, and agreements in this Consent and Release which, by their terms, require or contemplate performance which is to extend beyond termination, expiration, or revocation hereof, shall survive and remain in effect and be enforceable in accordance with their terms.

**8. Execution:** Each Student must submit a complete and executed Consent and Release to participate in all or any portion of the Educational Services. Any changes to the terms and conditions of this Consent and Release that are unilaterally made by the undersigned are null and void and of no legal effect. By signing below, the undersigned acknowledges and agrees that the undersigned has read, fully understands, and voluntarily signs this Consent and Release. If the Student is under age 19, by signing this Consent and Release, the undersigned parent/guardian gives permission for and authorizes the Student to participate in the Educational Services, including participation at Off-Site Locations and related Transportation.

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Print Student's Full Name

Date of Birth

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Student Signature

Date

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Signature of Parent or Legal Guardian if under 19

Date

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D2 Center Staff Signature

Date